

INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET

Form Approved
OMB No. 9000-0002
Expires Sep 30, 2000

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER N00178-04-R-1004	2. (X one)	3. DATE/TIME RESPONSE DUE 31 October 2003, 14:00 PM
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" is applicable to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Responses must set forth full, accurate, and complete information as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Responses must be plainly marked with the Solicitation Number and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submission, Modification and Withdrawal of Bid" or "Instructions to Offerors - Competitive Acquisitions".

4. ISSUING OFFICE (Complete mailing address, including ZIP Code) Contracting Officer Attn: XDS11/Bldg 183/1st Floor/ Room 102 NAVSURFWARCEN Dahlgren Division 17320 Dahlgren Road, Dahlgren, VA 22448-5100	5. ITEMS TO BE PURCHASED (Brief description) Engineering and Technical Support for Tactical and Non-Tactical Computers, Display and Peripherals
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6. PROCUREMENT INFORMATION (X and complete as applicable)

<input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED
b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE SIC CODE IS: _____
c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE SIC CODE IS: _____
d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) Attn: XDS11	b. ADDRESS (Include ZIP Code) Contracting Officer NAVSURFWARCEN Dahlgren Division 17320 Dahlgren Road Dahlgren VA 22448-5100
c. TELEPHONE NUMBER (Include Area Code and Extension) (540)653-7478	d. E-MAIL ADDRESS XDS11@nswc.navy.mil

9. REASONS FOR NO RESPONSE (X all that apply)

<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER (Specify)
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION (X one)

WE ☐ DO ☐ DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS (Include ZIP Code)
c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)	(2) TITLE
(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-S1		PAGE OF PAGES 1 86			
2. CONTRACT NO.		3. SOLICITATION NO. N00178-04-R-1004		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 01 Oct 2003		6. REQUISITION/PURCHASE NO. F32			
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, DAHLGREN ATTN:XDS11 (BLD 183 RM 102) (XDS11@NSWC.NAVY.MIL) 17320 DAHLGREN ROAD DAHLGREN VA 22448-6100				CODE N00178		8. ADDRESS OFFER TO (If other than Item 7) CODE					
				See Item 7		TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 183, Suite 102</u> until <u>14 00</u> local time <u>31 Oct 2003</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME XDS11		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (540) 653-7478		C. E-MAIL ADDRESS XDS11@NSWC.NAVY.MIL					
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE					
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION							
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM					
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE					

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CLAUSES INCORPORATED BY FULL TEXT

Ddl-A20 NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR ANNUAL RENEWAL

YOU MUST CONFIRM YOUR REGISTRATION IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE OR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) MAY NOT PROCESS YOUR INVOICE. YOU MAY OBTAIN MORE INFORMATION ON THIS ANNUAL RENEWAL CONFIRMATION PROCESS BY CALLING 1-888-227-2423 OR VIA THE INTERNET AT <http://www.ccr2000.com/>

EFTS

ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS ARE BASED ON THE EFT INFORMATION CONTAINED IN THE CCR DATABASE. IT IS CRITICAL THAT YOU ENSURE THAT YOUR EFT INFORMATION IN THE CCR DATABASE REMAINS CURRENT AND CORRECT.

INVOICES

INVOICES MUST BE PREPARED AS PRESCRIBED BY THIS CONTRACT/ORDER OR THEY MAY BE REJECTED BY THE PAYING OFFICE. THIS CONTRACT/ORDER INCORPORATES ONE OR MORE OF THE FOLLOWING CLAUSES REGARDING PREPARATION AND SUBMISSION OF INVOICES:

- FAR 52.212-4
- FAR 52.213-2
- FAR 52.232-25
- NAPS 5252.232-9000
- NAPS 5252.232-9001
- NAPS 5252.232-9002
- NAPS 5252.232-9003

PLEASE INSURE THAT INVOICES ARE PREPARED AND SUBMITTED IN ACCORDANCE WITH THESE CLAUSES AND THE FOLLOWING ADDITIONAL INFORMATION:

INVOICE PREPARATION – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

INVOICE SUBMISSION – IF A “SUBMIT TO” ADDRESS IS DESIGNATED IN ONE OF THE CLAUSES LISTED ABOVE, SUBMIT THE ORIGINAL AND THREE COPIES OF EACH INVOICE TO THAT ADDRESS AND SUBMIT ONE COPY TO THE ADDRESS SHOWN BELOW. IF THERE IS NO ADDRESS DESIGNATED IN ANY OF THE CLAUSES LISTED ABOVE, SUBMIT THE ORIGINAL AND THREE COPIES OF EACH INVOICE TO THE ADDRESS SHOWN BELOW. IN ADDITION, SUBMIT ONE COPY OF EACH INVOICE TO THE CONTRACT SPECIALIST AND THE CONTRACTING OFFICER’S REPRESENTATIVE (COR):

NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION
ATTN: CODE XDM24I / VENDOR PAY
17320 DAHLGREN ROAD
DAHLGREN, VA 22448-5100

REGISTER FOR INVOICE STATUS

YOU CAN REGISTER AT THE FOLLOWING WEB SITE TO MONITOR THE STATUS OF YOUR INVOICES. THIS IS THE VENDOR PAY INQUIRY SYSTEM-MOCAS USER REGISTRATION. <http://vendorpay.dfas.mil/newuser>

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/ SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	In-Service Engineering Agent Support	1	Lot		

CPFF - The contractor shall provide support in accordance with the Contract Work Statement, Section C, as ordered by individual delivery orders.

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

ITEM NO	SUPPLIES/ SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Contract Data Requirements	1	Lot		Not Separately Priced

CPFF - The contractor shall provide Contract Data Requirements in accordance with the Contract Data Requirements List, DD Form 1423, attached, as specified at the individual delivery order level.

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Ddl-B10 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause in Section I of this contract, the contract minimum quantity is a total of \$50,000 worth of orders; the maximum quantity is the total Cost-Plus-Fixed-Fee or Ceiling Price as set forth in the schedule. The maximum quantity is not to be exceeded.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C Descriptions and Specifications

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STATEMENT OF WORK

1.0 BACKGROUND

Naval Sea Combat Direction Systems Activity, Dam Neck, VA (NAVSEA CDSA Dam Neck VA) is assigned the In-Service Engineering (ISEA), Acquisition Engineering Agent (AEA), Program Management (PM), and Design Agent (DA) duties for the Navy Tactical/Non-Tactical Computers, Peripherals and Displays hardware including emulators and commercial-off-the-shelf (COTS) hardware, embedded firmware and software, and test software used by Advanced Combat Direction Systems (ACDS, SSDS,), AEGIS Combat Systems, Advanced Sensor Distribution System (ASDS) and various other systems. This effort also involves work on Tactical/Non-tactical Computers, Peripherals, and Displays, used in US Navy, Joint Service projects and by other Government agencies. This work involves developing and improving maintenance procedures, improving equipment performance, developing and maintaining logistic support, developing/updating training courses/materials/training aides, developing and fabricating prototype and production alterations, preparing and/or reviewing program plans and schedules, developing embedded firmware and software, installing equipments/field changes/engineering changes onboard ships or shore sites, developing tactical training scenarios, and providing configuration management support for Tactical/Non-tactical Computers, Peripherals, Displays, and the emulators or their Commercial Off The Shelf(COTS) replacements. This support will be provided to various ships and shore sites INCONUS and out of CONUS.

2.0 SCOPE

The contractor shall provide Program Planning, Program Management, Project Engineering, Systems Design, System Integration, Technical Support, In-service Engineering, Installation, Provisioning and Logistic support of shipboard and shore applications of the equipment (see attachment II for sample list of covered equipment) and any other units assigned to NAVSEA CDSA Code F30. The support will involve prototype development, prototype testing, embedded firmware and software development/revisions, test software development/revisions, industrial test procedure development/revisions, equipment installation and check out, training course development/updates, performing training classes and developing training scenarios, structured ship visits for training/inspections, circuit card repairs, technical manual development/review, data base development and update, maintain configuration data, maintaining configuration data tracking programs, equipment refurbishment/upgrades planning, system/equipment safety reviews, technical manual review, equipment/system logistic support, provisioning support for assigned equipments/systems, installation support and other efforts as specified in individual delivery orders onboard various ships and at shore sites INCONUS and out of CONUS. This contract will involve work on US and foreign Navy ships and shore facilities.

2.1 Computer/Peripheral/Display Equipment.

- a. See Attachment II for a sample list of covered equipment.

2.2 Applicable Documents. The following documents form a part of the requirements of individual Delivery Order requirements to the extent specified in each Delivery Order Statement of Work.

3.0 SPECIFICATIONS/STANDARDS/INSTRUCTIONS

The effective edition of the following standards, instructions, and documents following provide representative samples of the types of specifications that may be referenced within individual delivery order in the

performance of task efforts specifically defined in each Delivery Order. These references are primarily for informational purposes as they relate to performance requirements for specified legacy systems.

<u>ITEM</u>	<u>DESCRIPTION/SPECIFICATION</u>
001 DOD-D-1000B	Drawings, Engineering, and Associated Lists (usually used for drawing revisions) 18 AUG 87
002 MIL-P-2454A	Planned Maintenance Subsystem, Development of Maintenance Requirement Cards, Maintenance Index Pages, and Associated Documentation 7 MAY 85
003 MIL-M-15071	Manual, Technical, Equipment, and Systems, Content Requirements for 6 SEP 94
004 MIL-E-17555H	Packaging and Packing of Electronic and Electrical Equipment, Accessories and Repair Parts 2 NOV 92
005 MIL-D-23140D	Drawing, Preliminary and Final, Electronic Equipment and Systems, Installation Control 30 APR 92
006 MIL-M-24100C	Manual, Technical, Functionally Oriented Maintenance (FOMM) for Equipment and Systems 28 JUL 95
007 MIL-M-28787D	Modules, Standard Electronic, General Specification for 1 JAN 93
008 MIL-M-38784C	Technical Manuals; General Style and Format Requirements 3 JUL 95
009 MIL-M-60903A	Marking of Electrical Wires and Cables 21 JUN 95
010 ASME-Y14.38M	Abbreviations for use on Drawings and in Specifications, Standards, and Technical Documents 29 MAY 81
011 DOD-STD-100F	Engineering Drawing Practices 9 SEP 96
012 MIL-STD-196D	Joint Electronics Type Designator System 17 Feb 1998
013 MIL-HDBK-470	Maintainability Program 30 MAY 89
014 DOD-STD-480B	Configuration Control - Engineering Changes, Deviations, and Waivers 13 JAN 95
015 MIL-STD-973	Configuration Control - Engineering Changes, Deviations, and Waivers (short form) 13 JAN 95
016 MIL-STD-961	Specification Practices 4 JUN 85
017 MIL-STD-2073-2	Packaging Requirements 28 AUG 89
018 MIL-STD-785B	Reliability Program 15 SEP 80
019 MIL-STD-2073-1	Parts and Equipment Procedures for Packaging and Packing 20 APR 89

020	MIL-STD-1285C	Marking of Electrical and Electronic Parts 02 APR 90
021	MIL-HDBK-1379 & MIL-PRF-29612	Contract Training Programs 05 DEC 90
022	MIL-STD-1389D	Modules, Standard Electronic, Design Requirements for 30 MAR 89
023	MIL-STD-1556B	Government/Industry Data Exchange Program, Contractor Participation Requirements 24 FEB 86
024	MIL-STD-1561B	Uniform Provisioning Procedures 17 NOV 84
025	DOD-STD-1686A	Electrostatic Discharge Control Program for Protection of Electrical and Electronic Parts, Assemblies, and Equipments 08 AUG 88
026	MIL-STD-2000A	Soldering Requirements 14 FEB 91
027	MIL-HDBK-2036	General Requirements for Electronic Equipment Specifications 18 JUL 91
028	DOD-STD-2106	Development of Shipboard Industrial Procedures 31 JUL 86
029	MIL-STD-90363J	Limited Reusable Packaging for Repairable Components 26 JUL 91
030	DOD-HDBK-263B	Electrostatic Discharge Control Handbook for Protection of Electrical and Electronic Parts, Assemblies, and Equipments 31 July 94
031	MIL-HDBK-1379	Training Materials Development 3 Sep 99
032	OPNAVINST 4790.4B	Ship's Maintenance Material Management Manual 13 AUG 87
033	OPNAVINST 5100.19B	Safety Precautions for Forces Afloat 11 APR 89
034	OPNAVINST 5100.10	Navy Occupational Safety and Health Program 31 AUG 83
035	OPNAVINST 4100.2	Navy Hazardous Material Control Program 20 JUN 89
036	DOD 5220.22R	Industrial Security Manual for Safeguarding Classified Information DEC 85
037	OPNAV 5510.1H	Navy Information and Personnel Security Program Regulations 29 APR 88
038	OPNAV P-111-1-85	Navy Training Plan Manuals JUN 85
039	SEIN/SCAT Catalog (periodical)	Support Equipment Item Number/Subcategory Code
040	SNITCH (various)	Shipboard/Ship based Navy Information Technical Consolidated Handbook
041	NAVSEA TM ST821-AG-MMO-010	Procedures for Gold Disk Development, Quality Assurance, and Agent Certification 19 JUN 92
042	DoD Directive 5000.1	Defense Acquisition
043	DoD Regulation 5000.2-R	Mandatory Procedures for Major Defense Acquisition Programs and Major Automated Information System Acquisition Programs
044	SECNAV INST 5000.2B	Implementation of Mandatory Procedures for Major and Non-Major

Contractor quality assurance shall conform to ANSI/ASQC Q-9000, ISO-9000 or equivalent. The Government reserves the right to determine equivalency on a case-by-case basis.

4.0 STATEMENT OF WORK TASKS

Pursuant to individual Delivery Orders placed against this contract, specific tasks will fall within one or more of the following task statements.

4.1 Program Support and Acquisition Engineering Agent Support Services

- a. Analyze fleet mission requirements and changes, and provide engineering recommendations concerning design, development, correction, and improvement.
- b. Analyze proposed changes and emerging technologies for impacts on system operation, maintenance, fleet mission effectiveness, life cycle costs, interface requirements, and other factors.
- c. Provide in-depth engineering expertise in support of planning, in-process review, preliminary and critical design review, program review, problem resolution, design-working groups, configuration working group meetings, refurbishment meetings and test group proceedings.
- d. Provide essential engineering and technical documentation in support of the above tasks. The documentation shall be prepared in accordance with applicable specifications, practices, guidelines, formats and standards and shall include provisions for configuration control of revisions. Engineering and technical documentation may include: background data, technical point papers, technical/management reports, Provisioning plans, Program Management Plans (PMP), agendas, graphic artwork (viewgraphs, illustrations, charts) audiovisual media suitable for technical management presentations, minutes, reports, and trade-off studies.
- e. Analyze reported operational or maintenance problems, repair parts usage, and other technical information for patterns which may indicate areas of potential improvements, corrections, or reductions of life cycle cost elements.
- f. Develop, revise, and validate maintenance concepts, procedures, and documentation.
- g. Review and analyze program plans and schedules, CM Plans, R&M Plans, Software Development Plans, Test and Evaluation Plans and other associated plans for major system acquisitions, including alterations.
- h. Review design drawings for completeness and disclosure of sufficient data to support production.

4.2 Study, Design, Analysis, Construction, Test, and Evaluation of Breadboards, Wire Wrap Mockups, Networks, Prototypes

- a. Perform engineering studies to provide recommended procedures, materials, man-hour requirements, and labor category requirements to develop field changes, engineering changes, SHIPALTS, software, embedded firmware and software, etc.

- b. Design and layout circuits and printed wiring boards and provide all required documentation to allow production.
- c. Perform circuit analysis of existing or proposed designs.
- d. Construct breadboards, wire wrap mockups, circuit card assemblies (CCAs), or prototypes for test and evaluation.
- e. Fabricate and assemble hardware, panels (including silk screening and engraving), cable harnesses, and connectors on cables.
- f. Perform functional testing of breadboards, wire wrap mockups, CCAs, and prototypes.
- g. Evaluate prototype performance.
- h. Perform reliability and maintainability analyses of designs.
- i. Design, layout, program, and test microprocessor circuits.
- j. Provide engineering services for the design of prototype, production and Engineering Changes. Fabricate and test prototypes.
- k. Provide computer network design, analysis support.
- l. Design, document and develop embedded firmware and software.
- m. Design electronic classrooms and video distribution networks.

4.3 Installation, Test, Certification, and Evaluation of Prototypes, Equipment, and Systems.

- a. Prepare and develop installation plans, parts lists, instructions, checkout plans, test procedures, handbooks, and drawings for temporary or permanent installations.
- b. Prepare Preliminary Engineering Change Proposals (ECPs), Test Temporary Engineering Changes, Temporary Engineering Changes (TECs) Authorization Requests (TARs), Integrated Logistics Support (ILS) Checklists, Product Baselines (PBLs), Engineering Change Proposals (ECPs), Engineering Change Orders (ECOs), Engineering Changes (ECs), Temporary ECs, Temporary Engineering Cancellation Orders (TECOs), Installation Status Reports, SHIPALTS, Integrated Logistics Support (ILS), User's Logistic Summary (ULSS), Configuration Management, Ship System Manuals (SSMs), Planned Maintenance Subsystem (PMS) materials, Modification Candidate Lists, Type Zero Improvements, Technical Manuals and changes (including Interactive Electronic Technical Manuals), and Project Change Notices documentation to support planning for temporary or permanent installations.
- c. Assemble, package, store, and prepare Field Change (FC) kits, Engineering Change Kits, Installation and Checkout (INCO) kits, spares, equipment, or systems for installation.
- d. Perform shipchecks/facility visits to verify dimensions, interferences, power availability, tolerances, locations, and other installation factors.
- e. Install or remove changes, cables, assemblies, prototypes, equipment onboard ships and at shore sites.
- f. Perform preliminary installation checkouts such as cable continuity checks, visual inspections, connector pin verification, and operational verification.

- g. Perform post installation checkout, test, and certification procedures.
- h. Test and evaluate installed prototypes, equipment, and systems for performance, operation, accuracy, signal flow, heat dissipation, Radio Frequency (RF) shielding, RF susceptibility, and other relevant factors.
- i. Install, test and maintain computer and video networks in ships and shore sites as tasked by individual Delivery Orders.

4.4 Technical Field Support of Installed Equipment and Systems.

- a. Provide assistance in troubleshooting, problem resolution, repair, maintenance, and performing alignment procedures for hardware, embedded firmware, and software.
- b. Provide on-the-job or classroom training for operation and maintenance of equipment/systems.
- c. Analyze trouble reports, operational problems, user feedbacks, and other reported technical problems, and recommend technical solutions.
- d. Investigate reported hardware, firmware, and embedded software configuration documentation problems and provide configuration reports.
- e. Perform assigned technical portions of formal equipment and system evaluations, such as Training Course Audit, INSURV, Combat Systems Ship Qualification Trials (CSSQT), etc.

- f. Verify field/engineering changes installed; sub-assembly and equipment serial numbers, system installation, location, and condition.
- g. Investigate and test reported interface compatibility problems, and repair or recommend necessary corrective actions.
- h. Provide user documentation as required for computer and video networks designed or maintained under this contract.

4.5 Engineering and Logistic Support.

- a. Validate, review, and mark-up technical manuals, drawings, maintenance procedures, test procedures, test software, Ship System manuals, and other technical documentation by comparison to equipment, performance of procedures, and desktop analysis.
- b. Develop, maintain and input data for engineering, integrated logistic support, and configuration management databases.
- c. Provide logistics support for Interim Spare Parts functions.
- d. Provide computer program maintenance support for equipment configuration data bases and associated automated files (word processor, spreadsheet, etc.) on minicomputers and microcomputers.
- e. Develop, review, or modify equipment and system specifications, test plans and procedures, and design documents for conformance to sound engineering practices and formally established requirements and procedures. Recommend support, installation, maintenance, and design approaches and procedures.
- f. Provide in-depth engineering expertise, background data, technical point papers, agendas, visual aides, minutes, reports, and trade-off studies, participate in planning, in-process review, preliminary and critical design review, program review, problem resolution, design working groups, configuration working group meetings, refurbishment meetings and test group proceedings.
- g. Review, revise, or provide Provisioning Technical Documentation (PTD), Program Support Data (PSD), Consolidated Shipboard Allowance Lists (COSAL), Allowance Parts Lists (APL), Preliminary Allowance Lists (PAL), Interim Repair Parts Lists (IRPL), Allowance Components Lists (ACL), Allowance Equipage Lists (AEL), Shipboard Maintenance & Repair (SM&R) Code, Onboard Repair Parts (OBRP) documentation, Space Allowance Lists, ILS Plans, User Logistic Support Summaries (ULSS), Post Production Support Plans(PPSP), Life Cycle Support Plans, Refurbishment Work Plans, Restoration Schedules and Maintenance Assistance Module (MAM) documentation, Configuration Management Plan(CMP), Technical Manual Change Forms, and recommend improvements or corrections.
- h. Develop, revise, assemble, package, store, and maintain engineering drawings, manuals, and other technical documentation in hard copy and computer-based formats, including Interactive Electronic Technical Manuals (IETMs).
- i. Develop, review, maintain and distribute embedded computer firmware and software materials and documentation.
- j. Provide computer-programming support as required to develop forms, reports, and graphics on minicomputers and microcomputers.

- k. Perform on-site configuration audits and load new data to the configuration database or provide in electronic formats to ISEA .
- l. Provide logistic documentation for PC networks and video distribution networks in ships and shore facilities.
- m. Perform ship alteration ILS verification and validation checklists.
- n. Perform Material management and oversight using ISEA Material Management database and ILSMIS. Generate and track issues and receipts by project, site and purpose using Material Management database generated DD-1149.
- o. Assist with the development, preparation, and maintenance of Test Plans and related documents for ship industrial availabilities and all stages of shipboard industrial test procedures as defined by DOD-STD-2106.
- p. Recommend and develop computer program requirements necessary to support all stages of combat system industrial and shipboard maintenance testing.
- q. Plan and develop shipboard systems performance and operability testing programs as required.
- r. Maintain an automated information file of PMS/Test Software/industrial test procedure feedback reports and recommendations from completed shipboard tests that relate to changes or innovations for future combat system testing methods or procedures.
- s. Review, develop, maintain, and validate maintenance software, as stand-alone tests or as part of operational programs and associated documentation.
- t. Assist in duplication, configuration management, inventory management, and distribution of magnetic tapes, disks, and documentation of test maintenance software.
- u. Assist with the development, preparation, and maintenance of Test Plans for fleet exercises.
- v. Develop and present training courses, including Computer Based Training (CBT) and Interactive Courseware (ICW).
- w. Develop, revise, or maintain training materials such as Training Path System, Personnel Performance Profiles, Navy Training Plan, and training curricula.
- x. Recommend, develop, and provide training aides and documentation.
- y. Review training materials, equipments and recommend technical corrections and improvements.
- z. Develop and present training courses, including Computer Based Training (CBT) and Interactive Courseware (ICW).
- aa. Develop, revise, or maintain training materials such as Training Path System, Personnel Performance Profiles, Navy Training Plan, and training curricula.
- ab. Recommend, develop, and provide training aides and documentation.
- ac. Review training materials, equipments and recommend technical corrections and improvements.
- ad. Using modeling and simulation techniques evaluate fleet combat systems performance.

- ae. Provide engineering technical support to develop and implement the architecture required to successfully integrate M&S systems with Battle Group/Amphibious Ready Group C4I and combat systems in order to conduct Battle Group Inport Exercises (BGIE) and other training in which M&S systems could support.
- af. Review classroom/underway curricula including a check to ensure latest doctrine is included. The contractor shall also review current doctrine for thoroughness and to ensure it meets current requirements. The contractor shall develop inputs to Tactics, Techniques and Procedures (TTP) for Combat Systems, Cruise Missiles, FOTC and C4I systems.
- ag. Provide analysis of Fleet and Joint operations through observation, research of lessons learned data bases and record message traffic, attendance at Post Deployment meetings and debriefings to determine the shortfalls in Navy and Joint training.
- ah. Assist in development and implementation of coordinated synthetic architecture. The contractor shall assist with establishment of a more integrated means of resource coordination among the Fleet, formal training organizations and OPNAV.
- ai. Assist with identification of joint training opportunities within the Navy's notional Inter-deployment Training Cycle for inclusion in JNTC training events, without compromising essential Navy core training requirements.
- aj. Assist with development of an initial capability to certify and accredit joint training events and participating training sites according to predefined joint training and interoperability criterion.
- ak. Assist with development of a plug and play capability to optimize the use of existing training and test ranges; live exercises; virtual and constructive simulators and simulations that can be used to support joint and interoperability training needs.
- al. Review metrics required to understand the benefits of modeling and simulation in the training environment as used during the IDTC for intermediate and advanced phase training.
- am. Produce limited copies of prototype units, components, equipments, and systems that are developed under this contract or interface directly to the covered equipments in this contract.
- an. Update or revise existing Government fabrication and assembly data for units produced under this contract.
- ao. Perform Factory Acceptance Tests (FATs) as required on production units.
- ap. Maintain and tailor systems safety program and plan for all phases of the system life cycle.
- aq. Review ECPs, technical manuals, procedure changes and other documents for safety before implementation.
- ar. Coordinate and analyze safety deficiency reports and recommend corrective actions.

5.0 DATA REQUIREMENTS.

The contractor shall prepare and deliver the Data Items specified in the Contract Data Requirements List (CDRL), DD Form 1423, in this contract, and in CDRLs (if any) in individual TOs.

5.1 Contract Management Reports. The CDRL in this contract requires submission of a Monthly Status Report (Data Item A001) to summarize all Task Order activity during each calendar month for the entire duration of the

contract. Preparation and submission of these contract reports shall not be a direct charge to individual Delivery Orders.

5.2 DO Management Reports. a. The CDRL in this contract requires submission of the following reports for each Delivery Order. The submission of these Delivery Order reports shall be a direct charge to the individual Delivery Orders.

- a. Data item A001 – Monthly Contract Status Report
- b. Data Item A002 - Monthly Delivery Progress Report
- c. Data Item A003 - Monthly Delivery Order Financial Report

6.0 FACILITIES LOCATIONS AND REQUIREMENTS

6.1 Hampton Roads, VA area - The contractor shall have and maintain a facility, to serve as the principal place of performance for Delivery Order tasks issued under this contract, within one hour normal land commuting of the location of CDSA, Dam Neck VA. The facility shall meet or exceed the following requirements and capabilities:

- a. Minimum of 2,000-sq. ft. of workshop space, and 3,000-sq. ft. of storage space.
- b. 120 VAC \pm 5%, 60 Hz, 1-phase electrical power, with at least six (6) dedicated 20-amp circuits available in the workshop area.
- c. 120 VAC 60 HZ 3-phase electrical power available in the workshop area.
- d. Capability to safely load onto and unload from covered or uncovered trucks crated or uncrated electronic equipment which are up to 84 in. high, 40 in. wide, 34 in. deep, and 3,000 lbs. when crated.
- e. Capability to fabricate foundations, chassis, front panels, SEM frames, brackets, and other sheet metal components; including machining, bending, drilling, welding, punching, cleaning, anodizing, priming, painting, engraving, and silk-screen marking.
- f. Capability to assemble and perform continuity checks on connectors and cables, and to fabricate wire and cable harnesses.
- g. Capability to fabricate and test unloaded printed-wiring boards, up to six layers, and assemble them in SEM frames.
- h. Capability to assemble and solder electronic components, including ESD-sensitive devices, onto printed-wiring boards up to six layers.
- i. Capability to fabricate, assemble, and perform continuity checks on wire-wrap or connector style backplanes.
- j. Capability to fabricate and assemble equipment prototypes.
- k. Capability to fabricate wooden shipping containers, and to pack and package equipment, including ESD-sensitive assemblies, for shipment.
- l. Capability to produce engineering drawings (up to size "D" on mylar, up to size "E" on paper, and 3-1/2 in. HD floppy disk copies) using AUTOCAD (latest version). Produce and copy aperture cards.

- m. Capability to revise engineering drawings on mylar or vellum, and to provide working paper copies (up to size "E").
- o. Capability to repair and remove components from printed-wiring boards up to six layers.
- p. General Purpose Electronic Test Equipment listed in MIL-STD-1364H, when and as required for performance of ordered tasks.
- q. Portable hand tools, such as wrenches, torque wrenches, hammers, crimpers, pliers, cutters, drills, grinders, screwdrivers, etc., but not including materials, such as tool bits, which are normally consumed during performance of assigned tasks.
- r. Capability to produce technical documentation (paper, CD-ROM, and 3-1/2 in. HD floppy disk copies) in Microsoft Office (latest version) format, Microsoft Project (latest version) and Microsoft Access (latest version) Autocad (latest Version) or other PC software stipulated in Delivery Order SOWs.
- s. Capability to produce paper-working copies (Xerox or equivalent) of technical documentation up to 11 x 17 in.
- t. See DD Form 254 for security requirements.
- u. Low Pressure air (up to 100 PSIG)

7.0 TIME OF PERFORMANCE

Services shall be performed at the timeframes specified in the individual Delivery Orders.

8.0 PLACE OF PERFORMANCE

Engineering and Technical Support Services shall be performed at the contractor's facility, on (U.S. and Foreign Navy) ships, in (U.S. and Other countries) Navy and commercial shipyards, at various contractor sites and Government facilities, or as otherwise specified in individual Delivery Orders. Support services may also be required onboard ships while operating at sea, and outside the continental United States.

Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The contractor shall have an active Hazard Communication Program in place for all contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide both the Contracting Officer and the Contracting Officer's Representative (COR) with an inventory and Material Safety Data Sheet (MSDS) for these materials.

Ddl-C40 INFORMATION SYSTEMS (IS) SECURITY AND ACCREDITATION

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. IS resources include, but are not limited to, computers, software, networks, and addresses.

Contractor Use of NSWCDD IS Resources

In the event that the contractor is required to have access to NSWCDD IS resources, the login name (common id) and associated information shall be registered with the NSWCDD site issuing authority.

If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the IS Security Office. The accreditation shall include COR certification that the use and access is required by this contract.

Connections Between NSWCDD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCDD IS Security Office. All such connections as well as the ISs connected thereto will be accredited (operated at an acceptable risk) by the appropriate NSWCDD Designated Approving Authority (DAA) and comply with the requirements of DODDIR 5200.28 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

Accreditation of Contractor-owned ISs

The Government reserves the right to have all contractor owned ISs used in the performance of this contract accredited by the cognizant DAA.

Use of Contractor Personnel to Perform IS Security Tasking

General – Personnel performing IS security related tasking must have successfully completed training and demonstrate proficiency in the following areas: Information System Security Awareness, Security Domains, Incident Handling, and Auditing Concepts.

Architecture Specific – Personnel assigned to perform IS security related tasking for a specific area must be trained and demonstrate proficiency in that area. Typical examples include, but are not limited to: networking, processing classified information, Internet Protocols, Unix, Novell, and Microsoft operating systems.

Replacement or New IS Security Personnel - The contractor shall provide evidence that new and replacement IS personnel, unless they are Key Personnel, meet the above requirements and forward such information to the COR for review and approval by the Information Systems Security Office. Failure to meet the requirements herein may result in rejection of the person or persons. Replacement of IS personnel designated as Key Personnel will be in accordance with the Key Personnel provision contained herein.

DdI-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

The contractor shall insure that all employees who have a NSWCDD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCDD Physical Security of all changes in their contract personnel requiring NSWCDD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCDD Physical Security in advance of the date, time and location where the NSWCDD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCDD badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the

contractor shall immediately notify NSWCCD Physical Security of the separation and make arrangements between the former employee and NSWCCD Physical Security for the return of the badge and removal of the sticker.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal in response to Solicitation No. N00178-04-R-1004.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	CDSA/F32	CDSA/F32	CDSA/F32	CDSA/F32
0002	CDSA/F32	CDSA/F32	CDSA/F32	CDSA/F32

CLAUSES INCORPORATED BY REFERENCE:

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
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CLAUSES INCORPORATED BY FULL TEXT

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 05-APR-04 TO 05-APR-09	Lot		Dest.	N63273 COMBAT DIRECTION SYSTEMS ACTIVITY CODE F32 ACTIVITY, DAHLGREN DIV NSWC 1922 REGULUS AVENUE VIRGINIA BEACH VA 23461-2097
0002	POP 05-APR-04 TO 05-APR-09	Lot		Dest.	Same as CLIN 0001

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34 F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

DURATION OF CONTRACT PERIOD

This contract shall become effective on 5 April 2004, or on the date of award, whichever is later and shall continue for a period of five years.

Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

[] Procuring Contracting Officer (PCO):

- (a) Name: [*]
Address: Code [*]
Dahlgren Division
Naval Surface Warfare Center
17320 Dahlgren Road
Dahlgren, Virginia 22448-5100
Phone: (540) 653- [*]; FAX: (540) 653- [*]
E-mail: [*]

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this contract or orders issued thereunder and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

[] Contract Specialist:

- (a) Name: [*]
Address: Code [*]
Dahlgren Division
Naval Surface Warfare Center
17320 Dahlgren Road
Dahlgren, Virginia 22448-5100
Phone: (540) 653- [*]; FAX: (540) 653- [*]
E-mail: [*]

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

[] **Administrative Contracting Officer (ACO)**

(a) Name: [*]
Address: [*]
Phone: [*]

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

[] **Contracting Officer's Representative (COR):**

(a) Name:
Address: [*]
Phone: [*]; FAX: [*]
E-mail: [*]

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this contract.

[] **Paying Office**

(a) Name: [*]
Address: [*]
Phone: [*]

(b) The Paying Office makes all payments under the contract.

(c) *(DFAS Charleston only)* For the status of invoices and for payments of all types of commercial orders, contact DFAS Charleston Operation, Customer Service, Charleston, S.C. on (800) 755-3642 or (843) 746-6211. The office is open from 8:00 AM to 4:00 PM local time.

[*] -- to be completed at contract award

Ddl-G11 CONSENT TO SUBCONTRACT

The following subcontractors were evaluated during contract negotiations.

[to be completed at contract award]

This evaluation satisfies the requirements for advance notification or consent pursuant to 52.244-2.

Ddl-G12 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful offeror will be conducted within [*] days after award of the contract. The conference will be held at the address below:

Location/Address: [*]

(b) The contractor will be given 5 working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

[*] -- to be specified at contract award

Ddl-G20 ORDERING (INDEFINITE DELIVERY TYPE CONTRACTS)

(a) Ordering: All NSWCCD Warranted Contracting Officers are authorized ordering officers. Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Orders on DD Form 1155 by the Contracting Officer. All orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order.

(b) Ordering Procedures:

(1) Orders issued shall include, but not be limited to the following information (when applicable):

- (i) Date of order.
- (ii) Contract and order number.
- (iii) Type of Order
- (iv) Appropriation and accounting data.
- (v) Description of the services to be performed.
- (vi) Description of end item(s) to be delivered.
- (vii) DD Form 254 (Contract Security Classification Specification)
- (viii) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract.
- (ix) The individual responsible for inspection/acceptance.
- (x) Period of performance/delivery date.
- (xi) Estimated number of labor hours for each applicable labor category.
- (xii) The estimated cost plus fixed fee or ceiling price for the order.
- (xiii) List of Government furnished equipment, material, and information.

(2) Oral orders may be placed only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written Order on DD Form 1155 within two working days.

(c) Modifications of Orders: Orders may be modified only by the Contracting Officer and may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order.

(d) The Cost Plus Fixed Fee or Ceiling Price for each Order may not be changed except when authorized by a modification to the Delivery Order.

(e) Unilateral Orders. Delivery Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Contracting Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

Ddl-G21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS

(a) The decision on whether or not the Order will be Cost-Plus-Fixed-Fee (Completion), Cost-Plus-Fixed-Fee (Term) will be made dependent on the amount of detail the specification/statement of work provides. Each Request for Quotation sent to the Contractor shall state the type of order deemed appropriate by the Government. In the event the Contractor disagrees with the Government's assessment, the Contractor shall notify the Contracting Officer within five working days. The Contracting Officer will attempt to reach an agreement with the Contractor on the type of order to be negotiated. Any disagreement between the Contractor and Contracting Officer, with respect to order type, shall constitute a dispute under the clause of the contract entitled "Disputes."

(b) The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g. a final report of research accomplishing the goal or target) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The term form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period and upon contractor certification that the level of effort specified in the order has been expended in performing the contract work.

Ddl-G22 TASK/DELIVERY ORDER PROPOSAL REQUIREMENTS

(a) The contractor shall submit proposals for orders in response to written requests issued by the Contracting Officer. Proposals shall be provided within five (5) working days after receipt of the request. The request will identify the projected order type and period of performance. For term-type orders, the Government's estimate of the labor mix and level-of-effort will be provided as well as the estimate for direct travel and materials. A copy of the Statement of Work with deliverable requirements will also be provided.

(b) Proposals shall contain, as a minimum, the following information. This requirement applies equally to the level of detail required from the prime contractor and, if applicable, each proposed subcontractor. Additional information, unique to the order will be specified in the request. This may include a requirement for a brief statement of technical approach and schedule for completion type orders.

(1) Proposed direct labor to include contract and contractor labor category, proposed direct hours (separately identified as regular and UT, if applicable), proposed hourly rate (undecrement and decremented), and extended direct labor dollars for each individual. If new personnel are proposed to be added, resumes in the format provided in Section H shall be included. Vacancies shall be described in terms of projected availability date. For term orders, any variances from the Government estimate shall be addressed and justified.

(2) Other direct costs – For term orders, any variances from the Government estimate shall be identified and justified. For completion orders, a description and associated dollars for each ODC item shall be provided. In addition, provide the rationale for the amount proposed.

(3) Travel – For term orders, any variances from the Government estimate shall be identified and justified. For completion orders, identify the point of origin and destination, length of trip (including transit time),

number of travelers, and number of trips. Costs shall be broken down into transportation, per diem, rental car, personal mileage, etc., with a total provided for each trip.

(4) Indirects – Provide rates and associated dollars for each proposed indirect pool (i.e., fringe, overhead, G&A, material handling, etc.,)

(5) Include planned expenditure charts showing projected labor-hour and dollar expenditures on a monthly basis.

(c) The contractor shall deliver to the Government all order proposals via electronic (Internet) transmission to the maximum extent practicable. Although not bearing original signatures, the Government will consider all such deliveries to carry the same force and effect as if submitted in hard copy and bearing original signatures of the contractor.

(d) The contractor shall provide a copy of each order's proposal directly to the COR at the same time the proposal is submitted to the Contracting Officer.

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCDD when NSWCDD is the designated work site.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

Ddl-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)

(a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.

(b) The amount of each fee installment shall be billed at [*]% of allowable costs. This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.

(c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.

[*] -- to be specified at contract award

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and three copies, to the Administration Contracting Officer/Contract Auditor* at the following address:

To be identified at time of award

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Procuring Contracting Officer and the COR. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 15 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

_____ is required with each invoice submittal.

_____ is required only with the final invoice.

 X is not required.

(f) A Certificate of Performance

 X shall be provided with each invoice submittal.

_____ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

GUARANTEED SAVINGS CLAUSE

This contract will provide repetitive professional technical support services. Therefore, contractors are required to identify business improvement processes, innovations, and cost savings initiatives to provide high quality services that will result in a savings to the Government.

Additionally, the Contractor agrees to discount the pass through rate for all work to be performed by subcontractors. The pass through rate to be performed by all subcontractors shall not exceed _____% (to include fee and any applied indirect rate).

*To be proposed by the contractor and identified at contract award based upon contractor's proposal.

MANDATORY REQUIREMENTS

The following mandatory requirements must be met by the offeror in order to be eligible for award of the resulting contract. In addition, all of these requirements must be maintained throughout the performance of the contract.

Facility Requirements—The contractor shall have and maintain a facility, to serve as the principal place of performance for tasks issued under this contract within one hour driving time of CDSA, Dam Neck, VA. The contractor must possess capability to meet performance requirements identified in the Statement of Work.

Facility Security Clearance—The contractor's primary facility supporting this acquisition must have a facility clearance of Top Secret.

Key Personnel Security Clearance – Key personnel who will direct charge to this contract must have designated required security clearance prior to charging to the contract.

Personal Computers/Software/Electronic Communication—The contractor shall have hardware and software that will allow ready transfer of information between the contractor and the Government during the period of performance for this contract. Software required would include, but not be limited to, the current version/upgrade of: Microsoft Office Professional Suite, Microsoft Project, Microsoft AutoCAD. The Contractor must have a high speed internet connection.

Ddl-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

Ddl-H11 CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 60 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute; and
- (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Ddl-H12 KEY PERSONNEL – POST AWARD ADMINISTRATION

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the Contracting Officer's Representative (COR). Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

Ddl-H14 KEY PERSONNEL – DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires personnel with the following experience:

Experience – The desired experience for each position is listed below; this experience must be directly related to the tasks and programs listed in the statement of work. In addition to the experience listed below, general experience in engineering, computer science, mathematics, physical science, or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the statement of work is a plus and will be favorably considered (such experience may not necessarily meet the desired qualifications listed below), as will experience utilizing automated systems, including personal computers/workstations and basic software applications such as word processors, spreadsheets, graphics/presentation packages, databases, and e-mail.

- (1) Program Manager--- 10 years of experience in systems analysis, systems design, hardware and software testing and programming with at least 3 years experience in Program Management of a task of similar magnitude to this effort. Of specific interest are demonstrated qualities of leadership and responsibility in DOD Contract Program Management and demonstrated ability to manage systems engineering functions on the following types of systems: Tactical Data Systems (NTDS, CDS, ACDS, WDS), Guided Missile Fire Control Systems, Underwater Fire control Systems, Radar/Sonar Systems, Computer Workstations, Navy Tactical Command Systems (Afloat/Shore), and/or Cryptologic/Intelligence Systems.
- (2) Senior Project Engineer-- 10 years of experience in systems analysis, system design, hardware and software testing and programming with 8 years of experience performing systems engineering functions on two (2) or more of the following systems: Tactical Data Systems (NTDS, CDS, ACDS, WDS), Guided Missile Fire Control Systems, Underwater Fire control Systems, Radar/Sonar Systems, Computer Workstations, Navy Tactical Command Systems (Afloat/Shore), and/or Cryptologic/Intelligence Systems.
- (3) Project Engineer---8 years experience in systems analysis, systems design, hardware and software testing and programming with 6 years experience performing systems engineering functions on two (2) or more of the following systems: Tactical Data Systems (NTDS, CDS, ACDS, WDS), Guided Missile Fire Control Systems, Underwater Fire control Systems, Radar/Sonar Systems, Computer Workstations, Navy Tactical Command Systems (Afloat/Shore), and/or Cryptologic/Intelligence Systems.
- (4) Engineer – 6 years experience in systems analysis, systems design, hardware and software testing and programming with 4 years experience performing systems engineering functions on two (2) or more of the following systems: Tactical Data Systems (NTDS, CDS, ACDS, WDS), Guided Missile Fire Control Systems, Underwater Fire control Systems, Radar/Sonar Systems, Computer Workstations, Navy Tactical Command Systems (Afloat/Shore), and/or Cryptologic/Intelligence Systems.
- (5) Network Engineer -- Cisco Certified Network Professional (CCNP)/Microsoft Certified Systems Engineer or equivalent certification. 4 years experience in performing data network design, integration, installation and administration. Experience using and configuring COTS Real-Time and UNIX Operating systems in a network environment. 2 years experience integrating PCs, workstations (UNIX) and/or minicomputers into a homogeneous LAN/WAN environment. Experience with products such as: Windows 2000 Professional, Microsoft Internet Explorer 6.0, Microsoft Exchange 2000, Microsoft Outlook, HP Openview 6.2, Voice Over IP (VOIP), and Direct interaction with FDDI and Ethernet Boards. Experience with various network protocols, IEEE 802.3, OSPFV2, VARP, IGRP, PIM. Experience with networking concepts such as DHCP, subnets, routers, layered topologies. Experience with configuring routers, switches and SNMP network management components. Experience in analysis of LAN configurations, topologies for optimized network efficiency throughput. Experience in the resolution of network connectivity problems resulting from a component failure within the networking infrastructure.

- (6) Sr. Computer Programmer—10 years of general experience in programming complex programs which typically affect a broad multi-user computer system or a computer systems. 6 years of specialized experience providing programming support functions on two (2) or more of the following systems: Tactical Data Systems (NTDS, CDS, ACDS, WDS), Guided Missile Fire Control Systems, Underwater Fire control Systems, Radar/Sonar Systems, Computer Workstations, Navy Tactical Command Systems (Afloat/Shore), and/or Cryptologic/Intelligence Systems.
- (7) Senior Systems Analyst—12 years general experience in the analysis and design of complex systems for large-scale systems. 10 years specialized experience providing systems analysis for two (2) or more of the following systems: Tactical Data Systems (NTDS, CDS, ACDS, WDS), Guided Missile Fire Control Systems, Underwater Fire control Systems, Radar/Sonar Systems, Computer Workstations, Navy Tactical Command Systems (Afloat/Shore), and/or Cryptologic/Intelligence Systems.
- (8) Senior Logistician—8 years general experience in high-level functional analysis, design, integration, documentation, and implementation which requires extensive knowledge of advanced functional principles. 6 years of specialized experience in two (2) or more of the following systems: Tactical Data Systems (NTDS, CDS, ACDS, WDS), Guided Missile Fire Control Systems, Underwater Fire control Systems, Radar/Sonar Systems, Computer Workstations, Navy Tactical Command Systems (Afloat/Shore), and/or Cryptologic/Intelligence Systems.

Ddl-H15 NON-KEY PERSONNEL – MINIMUM QUALIFICATIONS

The contractor shall provide Non-Key Personnel in the following labor categories. The labor categories identified in the Level of Effort Clause (Section L for the solicitation) represent a combination of labor categories (exempt and non-exempt from Service Contract Act Provisions). For the exempt labor categories, industry standards will be used as the gauge for acceptance/rejection. For the non-exempt the DOL Directory of Service Occupations standards will be used. Specialized experience in two or more of the following systems is considered a requirement for the more technical labor categories: Tactical Data Systems (NTDS, CDS, ACDS, WDS), Guided Missile Fire Control Systems, Underwater Fire Control Systems, Radar/Sonar Systems, Computer Workstations, Navy Tactical Command Systems (Afloat/Shore) and/or Cryptologic/Intelligence Systems. All Non-Key resumes must be approved by the Contracting Officer's Representative (COR) prior to the person being direct charged to the contract.

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

(h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(i) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) EDUCATION -- Show all post-secondary as follows:

Degree(s); Date(s); Institution; Major/Minor

If non-degreed, if the degree is in an unrelated field, or if formal training falls short of a degree, the Government may evaluate additional specific experience/education substituted in lieu of the degree qualification. Such work experience(s) shall be described at the level of detail discussed above or it may not be evaluated. Experience cited as a substitute for the degree qualification may not also be credited toward fulfillment of labor category experience requirements. Specific classes submitted for consideration shall be identified together with applicable training institution and completion date.

(k) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the contractor. The employee certification shall include the following statement: CERTIFICATION: "I certify that the education and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Contract N00178- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date

Contractor Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for [*] The following details funding to date:

Total				
Contract	Funds This	Previous	Funds	Balance
CPFF	Action	Funding	Available	Unfunded

[]

* if LOE enter the number of hours; if completion or supply enter items and quantities.

Ddl-H43 REQUIRED INSURANCE

(a) The following types of insurance are required in accordance with the clause entitled "INSURANCE - LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

Ddl-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in each delivery order issued in accordance with the work described in Sections B and C of the order. The total level of effort for the performance of each delivery order shall be total manhours of direct technical labor (Key and Non-Key Personnel), including subcontractor direct technical labor (Key and Non-Key Personnel) for those subcontractors specifically approved and identified at the basic contract and task order level. Support hours shall not be included in the Level of Effort.

NOTE: SEE SECTION L FOR THE GOVERNMENT'S ESTIMATED LEVEL OF EFFORT

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately _____ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$	\$	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

SEA 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:
To Be Identified at the Delivery Order Level

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-23 Alt I	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) Alternate I	JUN 2003
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic	JUN 2000

	Enterprises	
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JUN 2003
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7011	Notification to Delay Performance	JUN 1998
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003

252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	APR 2003
252.225-7042	Authorization to Perform	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the entire ordering period of this contract which is five years from date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000;

(2) Any order for a combination of items in excess of \$1,000,000; or

(3) A series of orders from the same ordering office that together call for quantities exceeding the total estimated cost plus fixed fee of this contract.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days following the contract completion date.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$792,615 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as

specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall

make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and

health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

Labor Category	SCA Directory ID	WG/GS Equivalent	Equivalent Salary
Senior Electronics Technician	Electronics Technician III	GS-12	\$27.15-\$35.29
Electronics Technician	Electronics Technician I	GS-09	\$18.72-\$24.34
Logistician	Engineering Technician III	GS-10	\$20.61-\$26.80
Computer Programmer	Computer Programmer III	GS-10	\$20.61-\$26.80
Technical Logistic Specialist	Engineering Tech I	GS-6	\$13.77-\$17.90
Technical Writer	Technical Writer	GS-9	\$18.72-\$24.34
Sr. Systems Analyst	Engineering Tech V	GS-12	\$27.15-\$35.29
Systems Analyst	Engineering Tech III	GS-10	\$20.61-\$26.80
Graphic Artist	Graphic Artist	GS-09	\$18.72-\$24.34
Skilled Tradesman	Various	WG-6 – WG-10	\$13.93-\$19.72
Word Processor	Word Processor II	GS-04	\$11.04-\$14.35
Supply Technician	Supply Technician	GS-07	\$15.30-\$19.89
Drafter	Drafter II	GS-04	\$11.04-\$14.35
Jr. Engineer	Engineering Tech V	GS-09	\$18.72-\$24.34

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: <http://web1.deskbook.osd.mil>.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

SECTION J List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

Ddl-J10 LIST OF ATTACHMENTS

Attachment J.1 – List of Covered Equipment

Attachment J.2 – Contract Data Requirements List, DD1423

Attachment J.3 – Contract Security Classification Specification, DD254

Attachment J.4 – Contracting Officer's Representative Appointment Letter

Attachment J.5 – Wage Determination 94-2543, Revision 32 dated 7/29/03

Attachment J.6 – Value Engineering Guide

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-3	Taxpayer Identification	OCT 1998
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	FEB 1999
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,
County, Zip Code)**

**Name and Address of Owner and Operator of the
Plant or Facility if Other Than Offeror or
Respondent**

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541519.

(2) The small business size standard is \$21 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

____ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ____ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[] (v) The facility is not located in the United States or its outlying areas.

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

_____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile: _____

Email: _____

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
NAPS	5252.211-9000 Notice to Offerors - Use of Ozone Depleting Substances (Aug 93)	JAN 2001

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended

remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's

best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity contract with cost-plus-fixed-fee pricing arrangements resulting from this solicitation.

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an

assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer, Naval Surface Warfare Center, Dahlgren Division
Attention: P. A. Canciglia, Code XDS11
17320 Dahlgren Road
Dahlgren, VA 22448-5110

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically.

Ddl-L10 PROPOSAL PREPARATION REQUIREMENTS

Offerors are required to prepare their proposals in accordance with the following organization, content and format.

OFFERORS ARE CAUTIONED THAT IF ALL THE INFORMATION REQUESTED IN THIS RFP FOR VOLUMES I, II, III, AND IV OF THE PROPOSAL IS NOT PROVIDED, THE PROPOSAL MAY BE DETERMINED TO BE NONRESPONSIVE TO THE RFP REQUIREMENTS AND MAY NOT BE CONSIDERED FOR AWARD.

(a) VOLUME I -- SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 - RFP)

(1) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete the fill-ins in Section(s) B, complete all fill-ins in Section C & H, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.

(2) Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

(b) VOLUME II & III -- TECHNICAL PROPOSAL (ORAL AND WRITTEN)

(1) The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

(2) The technical proposals (oral and written) should be presented (oral and written) so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

(3) Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

(4) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.

(5) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.

(6) Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

(c) VOLUME IV -- COST OR PRICE PROPOSAL

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

(d) MARKING OF PROPOSALS

Proposals shall be submitted as separate volumes, as follows:

	Original	Copies
Volume I, Solicitation, Offer and Award (SF 33)	1	3
Volume II, Oral Presentation Viewgraphs or Diskette	1	7
Volume III, Written Technical Proposal	1	7
Volume IV, Cost or Price Proposal	1*	7

*In addition to the hard copy, include an electronic copy as addressed under Cost Proposal Preparation Requirements.

The original of each volume shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

DdI-L24 ORAL PRESENTATION – TECHNICAL AND MANAGEMENT UNDERSTANDING/CAPABILITY—VOLUME II

(a) Offerors shall make an oral presentation to demonstrate their Technical and Management understanding and capability for this requirement. The presentation shall be followed by a question and answer session. Neither the oral presentation nor the question and answer session will constitute discussions, nor will they obligate the Government to conduct discussions. The following paragraphs provide the rules/requirements for the oral presentation.

(b) Viewgraphs/Slides

(1) The offeror may make the oral presentation from hardcopy viewgraphs or from electronic media (PowerPoint, etc.). The original hardcopy transparencies or the original diskette of the electronic media of the oral presentation shall be submitted in a sealed package, that is submitted with the offer. These transparencies (or diskette) will be held by the Contracting Officer in the sealed package and will be provided to the offeror immediately prior to the start of the Oral Presentation. No other transparencies/diskette may be used during the Oral Presentation. Following the Oral Presentation, the Contracting Officer will retain the original transparencies/diskette. Following contract award, the original transparencies/diskette will be returned, if desired, to the offeror.

(2) Paper copies of the Oral Presentation transparencies. A separate package shall contain the paper copies of the transparencies/slides. These paper copies, submitted with the offer, will be opened by the Government and will be provided to the Government evaluators for study prior to receiving the Oral Presentation.

(c) General presentation Requirements

(1) Offerors must clearly demonstrate an understanding of Navy policies and procedures and all requirements covered in the RFP. The presentation must be specific, detailed, and complete. The offeror shall clearly demonstrate that he has a thorough comprehension of the Navy's requirement, has the technical capability and competence to fully perform the requirements described in the statement of work, and has the management resources and expertise to successfully carry out a contract of this type. Previously submitted data or prior experience presumed to be known to the Government (e.g., previous contracts performed for the Government) should not be relied upon by the offeror.

(2) The overall quality of the presentation will be evaluated in the context of being representative of the offeror's capabilities. Superfluous material or material which is not directly related to this acquisition should not be presented.

(d) Scheduling Oral Presentations

(1) To assist the Government in scheduling evaluators' time as well as presentation facilities, offerors that intend to submit a proposal as a prime (and make an Oral Presentation) are requested to submit a written non-binding notice of intent to the Contract Specialist, at the address shown in block 7 of the SF33, by facsimile to (540)653-7088 not later than 10 working days prior to the solicitation closing date.

(2) Oral Presentations will be scheduled to begin not earlier than three working days after the solicitation closing date. The order of presentation will be determined by random drawing by the Contracting Officer. Offerors will be notified of the date, time and location of the Oral Presentation. The Navy reserves the right to reschedule the offeror's Oral Presentation at the discretion of the Contracting Officer. The offeror must make the Oral Presentation on the date scheduled in order to be considered for award.

(3) The Oral Presentation shall not exceed three hours in length. Two breaks of 15 minutes will be scheduled by the presenter as follows. The break(s) will not be included in the limitation for the Oral Presentation. The presentation will be followed by an approximate ninety (90) minute break and then a question and answer session. The oral presentation will be made in the Government's facility. The Government will provide and set up the necessary viewgraph projector and screen. If the offeror elects to use electronic media, the offeror shall be responsible for furnishing all equipment (not including screen) for making the presentation. The presentation schedule will be included in the date notification given the offeror. The presentation schedule is anticipated to be similar to the one shown below:

0745 Presentation room opened
0815 Sealed transparencies opened
0830 Presentation begins
0930 First 15 minute break
1045 Second 15 minute break
1200 Presentation ends, break begins
1330 Question and answer period begins
1430 Question and answer period ends

(e) Rules for the Oral Presentations

(1) The time limit for the Oral Presentation will be strictly enforced. The offeror is responsible for keeping track of the presentation time.

(2) There is no limit to the number of transparencies/slides in the Oral Presentation; however, only those transparencies/slides presented will be considered for evaluation purposes.

(3) Offerors are limited to the use of pre-prepared overhead transparencies/slides only. The transparencies/ slides and hard copies thereof shall be consecutively numbered. During the question and answer session, the contractor may "create" new transparencies through the use of blank transparencies and markers. Necessary materials shall be provided by the contractor. The Contracting Officer will retain these original transparencies.

(4) Presenters shall be senior level Key Personnel the offeror will actually employ to perform the work under the prospective contract and shall include the proposed Program Manager. The offeror is limited to no more than seven (7) presenters. The offeror is encouraged to have proposed subcontractor personnel participate. The same presenters shall be present for the question and answer session and shall address questions directed to them. In addition to the presenters, offerors may also have no more than one additional person attend as an observer. This individual will not be seated near the presenters during the presentation or the subsequent question

and answer session and will make no verbal, written, or other contact with the presenters. A list of presenters and observer's names (to include corporate affiliation and title) shall be provided with submission of the hardcopy transparencies/ slides. If any last minute substitutions are necessary, an updated list of presenters shall be provided to the Government prior to the start of the presentation. No substitutions (of presenters or observers) will be allowed between the oral presentation and the Q&A session.

(5) The presentation will not be recorded. Neither the Navy nor the offeror will videotape or use audio or video recording devices of any kind.

(6) The presentation shall not address cost or fee. Information submitted as part of the written portion of the proposal need not be repeated in the presentation.

(7) The Navy will not ask questions during the Oral Presentation; however, questions will be asked during the question and answer session.

(8) The Navy will not inform offerors of their strengths, deficiencies or weaknesses during the presentation.

(9) An invitation to make an oral presentation does not constitute a determination that the offeror has been determined to be in the Competitive Range.

(f) Organization and Minimum Content of the Oral Presentation – In order to facilitate evaluation, it is desired that the Oral Presentation be structured into two primary components: Technical Understanding/Capability and Management Capability.

(1) Technical Understanding/Capability – The offeror shall demonstrate his understanding of the requirements for and technical capability to accomplish tasking under this contract by responses that reflect knowledge and technical understanding of various programs in each of the following technical areas. Demonstrations of knowledge of products shall be substantiated by recent examples (within the past two years). The offeror shall fully address each of the following areas:

- Program Support and Acquisition Engineering Agent Support Services
- Study, Design, Analysis, Construction Test and Evaluation of Breadboards, Wire Wrap Mock-ups, Networks, Prototypes and Production Units
- Installation, Test, Certification and Evaluation of Prototypes, Equipment and Systems
- Technical Field Support of Installed Equipment and Systems
- Engineering and Logistics Support

The offeror's presentation shall be thorough enough to demonstrate, but not be limited to, the following:

- Understanding of the breadth and depth of tasking anticipated as it relates to each one of the five separately identified task areas of the Statement of Work;
- Demonstrated expertise in the systems/equipment listed in Section C and Attachments; and
- Demonstrated understanding of "software related" work of which 95% is to be accomplished at NAVSEA CDSA Dam Neck.

TECHNICAL SCENARIOS

Introduction

This is a hypothetical scenario. It is representative of the type of project that CDSA could be assigned.

Offeror Response

In the Oral Presentation, each offeror shall address its approach to the work areas listed below in support of this scenario. Offerors shall cover:

- (i) The methodologies and processes they would use,
- (ii) The products they would produce,
- (iii) The resources and personnel skill areas they would employ,
- (iv) Their approach to use of Government and contractor facilities to accomplish the work,
- (v) Previous experience in similar or related work areas, and
- (vi) Any other information to demonstrate its ability to accomplish the tasking.

Scenario One:

Manufacture with Commercial Off The Shelf equipment a set of two emulators for a UYQ-21 display and install them onboard a Tarawa class LHA. The task shall include review and redline of existing manufacturing drawings (GFI) for ship specifics and accuracy. Manufacture, crate, and ship both units. Perform typical installation tasks including interface with DN AIT Leader and Planning Yard. Describe all tasks and offer suggestions for efficient completion of all tasks.

Scenario Two:

Develop the initial Logistic/Provisioning documentation for the display in the first scenario to include an Interactive Electronic Technical Manual. Define the specific documentation required and what paragraphs of the SOW this supports.

For both of the scenarios outlined above, the offeror shall identify their approach from early strategy (addressing staffing and material demands), actual bidding, task accomplishment, and metrics for successful performance.

(2) Management – The offeror shall demonstrate their management capability by presenting a Management Approach which shall include as a minimum, the following:

- (i) Organization chart which shows the planned location of this work effort within the offeror's organization and the relationship to and location of the organizational unit responsible for contract/delivery order negotiation and administration.
- (ii) Description of the Program Manager's authority and responsibilities.
- (iii) Organizational location and individual responsibilities for proposed Key Personnel.
- (iv) Management approach and process to ensure that the services provided under the contract remain non-personal in nature.
- (v) Understanding of the progress reporting, invoicing, and delivery order proposal requirements of the solicitation including the ability to comply with the requirements. Specifically address the requirements to invoice at the subline item and ACRN level where multiple accounting classification citations have been provided.

(vi) Identification of the planned utilization of financial and administrative management controls and processes to manage and control resources. The proposed use of any automated tools shall be included. Direct and indirect cost containment initiatives shall be addressed.

(vii) Corporate Resources – Identify local and corporate facility and equipment resources that will be used to support orders issued under this contract. Of specific interest are facility location and size, available conference facilities, and computer hardware and software resources. Identify specific requirements for Government Furnished Equipment (GFE).

(viii) Internal Control/QA Process – Provide a detailed description of the internal control processes to ensure the quality and timeliness of all services performed as well as CDRL items delivered.

(ix) Transition Plan – Of specific interest are the areas of personnel and work product quality. Offerors should address their overall transition schedule; how their management and project staff will be established; how their technical and contract administration interface with NSWCDD will be established; how they will assume responsibility for support of current programs without discontinuity of work flow or loss of integrity of the program's current operation; and what services, support, or other items will be required from the Government to facilitate the transition.

(x) Subcontractor Control – If direct subcontracting is proposed, offerors shall address their policies and practices regarding the overall management of efforts performed by subcontractors. Of specific interest are the procedures to be followed in identifying specific work areas to be subcontracted and the length of time at the delivery order level to initiate subcontractor performance. Also of interest are the offeror's procedures for ensuring the quality of services performed and deliverables provided by subcontractors, including the timely submission of invoices.

(xi) Personnel Recruitment/Retention/Skills Improvement – Offerors shall describe their overall personnel management program to include personnel recruitment/ retention and training. Of particular interest is the offeror's ability to identify and hire individuals with hard-to-find skills in a timely manner. Retention includes the offeror's personnel management policies and practices designed to motivate employee performance and encourage longevity with the firm. Of interest in the training area is the offeror's approach toward staff development in the primary functional areas identified in the Statement of Work, which would be of direct technical benefit to this contract. Also, the extent of corporate investment in staff development shall be addressed.

Ddl-L26 TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – PERSONNEL, PAST PERFORMANCE, AND MANDATORY REQUIREMENTS—VOLUME III

The offeror's written technical proposal shall consist of the following:

1. Contract Mandatory Requirements
2. Key Personnel Staffing Matrix
3. Key Personnel Resumes
4. Subcontracting/Teaming/Consulting Agreements
5. Past Performance
6. Responsibility Determination

(1) CONTRACT MANDATORY REQUIREMENTS – The contractor shall address his ability to (or plans for meeting at time of award) meet each of the contract mandatory requirements identified in Section H, Mandatory Contract Requirements.

(2) KEY PERSONNEL STAFFING MATRIX – The offeror shall provide a summary matrix of Key Personnel. This matrix will be evaluated against both the Resumes and Statement of Work for consistency. The following information shall be submitted:

- a. Proposed individual's name;
- b. Labor Category;
- c. Percent Available under resultant contract;
- d. Degree(s);
- e. Section(s) of the SOW proposed to support, including primary work location;
- f. Section(s) of the SOW in which named individual possess experience;
- g. Key person on another contract? (yes or no) If yes, provide the contract number(s) and the percentage of time obligated under each contract; and
- h. Resume page number.

- (3) **KEY PERSONNEL RESUMES** – The minimum number of resumes to be submitted for each Key Person contract labor category is shown in the following table. The number of resumes specified is based on the assumption that each individual will be available on a full-time basis. If this is not the case, and a proposed Key Person will be available only on a part-time basis, additional resume(s) are required to equal the equivalent of a full-time person. To facilitate evaluation, the volume containing resumes shall be page numbered and there shall be a Table of Contents showing the page location of each resume. Resumes shall be alphabetical by contract labor category.

Key Labor Category	Number of Resumes	Clearance Required
Program Manager	1	Top Secret
Senior Project Engineer	1	Secret
Project Engineer	2	Secret
Engineer	2	Secret
Network Engineer	1	Secret
Senior Computer Programmer	1	Secret
Senior System Analyst	1	Secret
Senior Logistician	1	Secret
Total Resumes Required	10	

- (a) In order to facilitate proposal evaluation, all resumes shall be provided in the format specified in Section H. The cutoff for experience claimed shall be the closing date of the solicitation. Resumes without the certification required in Section H may be unacceptable and may not be considered. The employee and offeror certifications shall be dated after the issue date of the solicitation.
- (b) If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. An additional copy of this letter shall be provided in the Cost Proposal which identifies a projected start date and the agreed to annual salary.

(4) Subcontracting/Teaming/Consulting Agreements – A copy of any subcontracting/teaming/consulting arrangements proposed to fulfill any direct charged part of the contract shall be provided. It shall be signed by both the offeror and the proposed subcontractor/team member/consultant and shall show agreement as to the specific technical work areas to be subcontracted, the projected labor categories (Key and Non-Key) to be provided, and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. Agreements shall be submitted only for those subcontractors or consultants who are priced in the Cost Proposal.

(5) Past Performance -- Offerors shall provide information concerning the offeror's experience in performance of existing or recently completed contracts for similar services of the variety and magnitude set forth in the RFP. Of specific interest are the following areas: quality of product/service; timeliness of performance; cost control; business relations; and overall customer satisfaction. Offerors shall provide information on five relevant current/recent contracts. The requirement for information on five contracts can

be satisfied by providing a copy of the PPAIS evaluation or the Past Performance Questionnaire (to be used when a PPAIS evaluation did not apply). Offerors shall also provide written information on the extent of their prior use of small, small disadvantaged, and women-owned small business as subcontractors. Information regarding past performance may be obtained from several sources, as indicated below. The Government will make the past performance determination based upon questionnaires and references provided along with follow-up phone calls (if necessary).

a. Past Performance Reference List

(1) All offerors shall prepare and submit a Past Performance Reference List as part of the written Technical Proposal. The Past Performance Reference List shall contain the following information for each relevant contract completed within the last three years and those currently in progress:

- Contract Number.
- Contract Terms/Amount/Value.
- Description of Work Performed to include labor categories and approximate number of direct manyears per year provided.
- Identification of the Statement of Work functional area(s) for which the referenced contract demonstrates past performance.
- Note if performed as a prime or subcontractor.
- Agency, name, title, address and phone number of person to whom the questionnaire was mailed.
- Name, address and phone number of the Contracting Officer and of the COR.
- Date the questionnaire was mailed and a list of all recipients of the questionnaire.
- PPAIS Evaluation.

(2) If submitting a proposal for subject acquisition as a prime contractor, the offeror is encouraged to include Past Performance reference(s) where they performed as a prime contractor. If subcontractors are proposed for subject acquisition, the offeror is encouraged to include Past Performance reference(s) where they, as the prime contractor, subcontracted a portion of the effort. Further, if subcontractors are proposed for this requirement, past performance references may be cited for current and previous customers of the proposed subcontractors.

(3) Contract Listed in PPAIS. The Government intends to review PPAIS data and other existing past performance rating on relevant contracts.

(4) Contracts Not Listed in PPAIS – Past Performance Questionnaire

- (A) The offeror is responsible for the distribution of all Past Performance Questionnaires (Attachment J.4). Questionnaires should be distributed not later than 7 days after receipt of the solicitation. It is in the offeror's best interest to do a thorough and prompt job of distributing the Past Performance Questionnaires.
- (B) The offeror shall send a copy of the questionnaire directly to the COR for all relevant contracts completed in the last three years and contracts currently in progress. The offeror shall request the recipients of the questionnaire to complete the document and forward it to the Government Contracting Officer at the address listed in the questionnaire.

- (C) The Navy will attempt to contact those offices which do not respond to the questionnaire based upon the information in the Past Performance Reference List.
- (5) All offerors may provide any other information regarding their past performance of contracts similar to the Government's requirement that they would like the Government to consider. Such information may be in the nature of:
- (A) Additional information which the Government has readily available, for example, a synopsis of data in the PPAIS System;
 - (B) Information which the offeror considers essential to the Government's evaluation of Section M factors and/or subfactors; or
 - (C) Explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence.
- (6) For offerors that are large businesses, the offeror shall provide a chart with narrative that provides the extent of prior use of small, small disadvantaged, and women-owned businesses as subcontractors. In addition, provide copies of SF-294s or SF-295s for the last three years. For completed contracts, provide the final SF-294; for contracts in process, provide the SF-294 for the latest reporting period.
- (7) Past performance will be used as both an evaluation factor and as a source of information for a responsibility determination. Offerors that do not have relevant past performance may base the questionnaires on work performed by the proposed Key Personnel. The cutoff date for receipt by the Government of responses to the questionnaires is two weeks after the closing date of the solicitation. Offerors are encouraged to provide information on problems encountered on the identified contracts and the offeror's corrective action taken.
- (6) Responsibility Determination --** The offeror shall provide the following detail to substantiate responsibility:
- General Information
 - i. Date Company Started
 - ii. Number of Employees
 - iii. Principal Product Line(s)
 - Adequate financial resources -- Discuss financial capability to perform this contract. Provide your Dun and Bradstreet Number and current rating, copy of lie of credit from financial institution, current company balance sheet, and/or other information to demonstrate financial capability/stability.
 - Ability to comply with required performance schedule – Identify all current commercial and Government obligations and discuss ability to comply with the delivery schedule of this requirement in light of those other contractual obligations.
 - Satisfactory Performance Period – Provide references for whom you have provided similar products/services. Identify the name of the organization (Government or commercial), point of contact (technical and contractual), phone number and brief statement of the effort performed.
 - Integrity and Business Ethics – Outline elements which address the integrity and business ethics of your organization, including association with local Chamber of Commerce, record with the Better Business Bureau, etc. State and discuss as necessary whether your corporate

officers or company have ever been suspended, debarred, or considered ineligible to receive a contract award from the Government (state or federal).

- Corporate Infrastructure – Discuss the organizational controls and resources available for this requirement. This is intended to include technical resources and skills, management and accounting controls, production control procedures, property control systems, quality control processes and safety programs.
- Equipment and Facilities – Identify and discuss the availability of any equipment and other facilities needed to perform this requirement.
- Provide the status of your registration in the Contractor Central Registration (CCR) System.

Ddl-L32 COST PROPOSAL – SPECIFIC REQUIREMENTS – COMPLEX COST REIMBURSABLE CONTRACTS

(a) General

(1) The offeror's cost proposal shall be prepared and submitted in accordance with the following requirements. The format and content requirements provided herein apply equally to both the prime contractor as well as any subcontractors/team members/consultants.

(2) An offeror's proposal is presumed to represent the best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and estimated cost-plus-fixed-fee should be explained in the proposal. For example, if a corporate policy decision has been made to absorb a portion of the estimated cost-plus-fixed-fee, that should be stated in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and the ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

(3) The cost proposal shall be prepared indicating cost elements and subtotals for each contract year and a total for the entire contract. Note that the contract will not contain options and pricing by Government fiscal year is neither required nor desired. Submit spreadsheets showing all cost elements and calculations in hard copy and on 3.5" diskette in a Microsoft Excel format.

(4) Number all pages in the Cost Proposal (including all appendices or attachments). Provide a table of contents. Also, provide a Compliance Matrix which cross references the Cost Proposal to the solicitation content requirements. No information submitted for evaluation in the Cost Proposal shall be printed in a type font smaller than 10. This includes pricing spreadsheets.

(5) Provide the name, address, and telephone number of the cognizant Government Audit Agency Office and Contract Administration Office.

(6) If the offeror has been authorized to submit invoices directly to the Paying Office, provide a copy of the authorizations from DCAA and the ACO.

(7) In accordance with Section H-Guaranteed Savings Clause – Offerors are required to identify any savings initiatives that will result in savings to the Government. This information and its impact shall be reflected in the cost proposal.

(b) Detailed Instructions by Cost Element

(1) Direct Labor

(i) In order to evaluate all proposals fairly, offerors are directed to provide proposed costs based on utilization of the direct technical labor categories stated in Section H. Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal. The labor categories/hours contained in Section L of this solicitation are based on the assumption that individuals/resumes identified at time of award will continue to be made available throughout the life of the contract. Failure to submit a consistent labor mix may be interpreted as the offeror's intention to substitute lesser qualified personnel for original Key Personnel. Offerors shall, therefore, provide a detailed explanation for any significant changes in labor mix by contractor category, solicitation labor category, and contract year.

(ii) Offerors shall base their Cost Proposals on the labor mix shown in the following chart:

Labor Category	Year One	Year Two	Year Three	Year Four	Year Five
Program Mgr (Key)	1	1	1	1	1
Senior Project Engineer (Key)	1	1	1	1	1
Project Engineer (Key)	2	2	2	2	2
Engineer (Key)	3	3	3	3	3
Jr. Engineer (Non-Key)	2	2	2	2	2
Computer Programmer Sr. (Key)	1	1	1	1	1
Computer Programmer Jr. (Non-Key)	1	1	1	1	1
Senior Systems Analyst (Key)	15	15	15	15	15
Systems Analyst (Non-Key)	4	4	4	4	4
Senior Logistician (Key)	2	2	2	2	2
Network Engineer (Key)	1	1	1	1	1
Logistician (Non-Key)	1	1	1	1	1
Technical Logistic Specialist (Non-Key)	1	1	1	1	1
Technical Writer (Non-Key)	4	4	4	4	4
Sr. Electronic Technician (Non-Key)	7	7	7	7	7
Electronic Technician (Non-Key)	8	8	8	8	8
Graphic Artist	1	1	1	1	1

(Non-Key)					
Skilled Tradesman (Non-Key)	2	2	2	2	2
Skilled Trades Helper (Non-K)	2	2	2	2	2
Supply Tech (Non-Key)	1	1	1	1	1
Word Processor (Non-Key)	1	1	1	1	1
Drafter (Non-K)	1	1	1	1	1
Total	62	62	62	62	62

(iii) The above estimate is furnished for the purpose of providing additional information to the statement of work to permit optimum response by offerors and to allow a more timely and comparable evaluation of proposals by the Government. The agreed-to level of effort will be specified in the award document, in accordance with the Section H clause "Level of Effort."

(iv) The Government's estimate of effort is based on work years rather than labor hours. Offerors shall propose on the basis of their average workyear; for example, one offeror's workyear of effort may equate to 1800 hours and another offeror's workyear may be 1900. A minimum of 1,775 compensated regular hours per workyear is required.

(v) FAR 52.237-10 in Section I defines Uncompensated Time (UT) as any hours worked in excess of 40 hours per week without additional compensation. Some firms manage UT through the process of Total Time Accounting (TTA). The effect of UT/TTA is that the total hour worked are charged to the contract/order at a rate less than the individual's regular hourly rate based on a 40-hour workweek. In accordance with FAR 52.237-10 and the need to adequately evaluate all offers, offerors shall:

(A) Identify proposed hours as compensated or uncompensated.

(B) Provide the basis for the number of hours used as well as the mix (i.e., compensated/uncompensated). This data must be verifiable either with DCAA or through the analysis of supplemental statistical data that the offeror includes in the cost proposal.

(vi) Proposed hours shall be supported by a detailed breakout of an average workyear for exempt and non-exempt employees in the following format:

Description	Exempt	Non-Exempt
One Year Base Hours	2,080	2080
Subtract Paid Holidays		
Subtract Paid Vacation		
Subtract Paid Sick Leave		
Subtract Other Paid Leave (e.g., Jury Duty, Military Leave, tec.)		

Subtotal – Net Compensated Hrs		
Add Uncompensated Overtime Hrs (if applicable)		
Total Hours Per Workyear		

It shall be noted that the proposed workyear, in order to be evaluated as realistic, should be based on actual historical information rather than 2,080 hours less the quantity of paid absence hours provided for in the offeror's fringe benefit package. This caution is provided because not all employees may take their entire leave entitlement. Following award, administration of the contract and negotiation of the level of effort for delivery/task orders (if applicable) shall be based on the above proposed workyear.

(vii) Offerors shall provide the following workyear information in narrative format:

- (A) List of offeror's paid holidays,
- (B) State the average number of paid vacation days per employee per year,
- (C) State the average number of sick days per employee per year, and
- (D) Describe any other factors used to determine direct and indirect labor hours.

(viii) The total contract labor provided above refers to technical labor categories only. Corporate, or any other local level management, clerical, and contract business management/administration is considered to be overhead in nature. The offeror is, however, permitted to propose such labor hours as a direct charge if it is in accordance with his standard DCAA approved practice to do so. Such hours shall be added to the total number of hours proposed. The offeror shall clearly state what additional functions are to be direct charged, including administrative word processing, reproduction, library, contract administration (to include support for progress report preparation and invoicing), security administration, contract quality assurance, CDRL review and approval, etc. The additional hours/amounts proposed for each of these functions shall be fully explained and justified. Offerors are cautioned to submit realistic estimates in this area because the ratio of these hours to technical hours will be used as a guideline in the evaluation of delivery order proposals and the reasonableness of actual costs incurred under this contract.

(ix) Labor Rates for Named Key Personnel - The cost proposal shall reflect actual labor rates expected to be expended in performing the proposed contract; e.g., actual hourly rates for named Key Personnel if such rates will be the basis for billing under the resultant contract, and not a composite rate of individuals within a labor classification or labor category. The Cost Proposal shall contain a table which shows the following for each named person:

- (A) Solicitation Labor Category
- (B) Contractor Labor Category
- (C) Current (as of the date of proposal submission) Salary
- (D) Effective Date of Salary
- (E) Current Hourly Rate Based on 2080 Hours per Year (Actual Rate Excluding UT/TTA)
- (F) Current Decremental Hourly Rate (if UT/TTA is proposed)
- (G) Contract year one hourly rate.
- (H) Escalation Rate applied to current rate.
- (I) Percent of Time Individual will be Utilized on Contract.

Rates projected through the life of the contract. Offerors are cautioned that outyear rates must reflect the requirement for replacement of key personnel to have qualifications equal to or better than the key person being replaced.

(x) Key Personnel

Key Personnel whose resume was not submitted with the offer and is not identified by name may be priced on contract category average rates. If any other basis is used, it must be fully explained along with the rationale justifying its applicability.

Key Personnel Growth Rates - Out-year growth in Key Personnel labor categories (key personnel for which resumes are not required to be submitted and are not identified by name on the offer) must be priced based on category average rates. Offerors shall ensure the proposed rates are realistic because proposed rates will be used to evaluate the reasonableness of proposed rates for negotiation of delivery/task orders, if applicable.

(xi) Non-Key Labor Rates -

Non-Key Personnel who are not identified by name on the offer may be priced on category average rates. If any other basis is used, it must be fully explained along with the rationale justifying its applicability.

If category average rates are proposed for non-Key hours, Offerors shall ensure the proposed non-Key rates are realistic because proposed non-Key rates will be used to evaluate the reasonableness of proposed rates for negotiation of delivery/task orders, if applicable. Proposed non-key rates should not be the lowest rate at which an individual may be provided but rather a representative rate for the category, i.e., a rate that represents the range of education and experience applicable to the category, not just the minimum requirement.

(A) Wage and Salary Plan - For each proposed contractor category identified for both Key and Non-key categories, identify:

- (1) The minimum and maximum hourly rates.
- (2) The current mean and median rate.
- (3) The minimum education and experience requirements.
- (4) Note whether the category is considered exempt or non-exempt.
- (5) Note the current number of contractor employees in each category.

(xii) Include documentation from the cognizant government auditor which shows the offeror's current approved category average rate for each labor category proposed, if applicable.

(xiii) If the contractor does not have established corporate labor categories for which the above information can be provided, the offeror shall provide a narrative justification of the realism of each proposed bid rate.

(xiv) Provide a copy of the overtime policy noting who is paid overtime and the applicable rate.

(xv) Escalation - Labor escalation is defined to include all factors which affect an individual's compensation level to include merit increases, promotions, and cost-of-living adjustments. State the annual labor escalation rate used in the Cost Proposal. Provide a chart that shows the salary history for each proposed named individual for the most recent 3 year period. Show the effective dates for each rate and compute an average annual escalation rate from these data. If a lower escalation rate is proposed than the average rate derived from the above table, specific justification shall be provided as to why the proposed rate should be considered realistic. Describe the management controls to be implemented to hold the actual labor escalation rate to what is proposed. Offerors shall ensure that the proposed escalation rate is realistic as it will be used to evaluate the reasonableness of proposed labor costs for negotiation of delivery/task orders, if applicable.

(xvi) Uncompensated Overtime - If decremented direct labor rates are proposed, either by the prime or by any subcontractor, the Cost Proposal shall include a detailed description, including examples as appropriate, of the manner in which the offeror plans to track and report compliance with the UNCOMPENSATED OVERTIME clause in Section H. Offerors shall note that clause requires reports at the delivery/task order level (if applicable) showing the aggregate percentage reduction in billing rates due to an expanded workweek. If the offeror

plans to track delivery of uncompensated overtime by reporting UT hours worked, the offeror shall specifically show in the Cost Proposal, how the number of UT hours reported, in relation to the regular hours worked, accurately represents the actual percentage decrement to labor billing rates. Sample calculation shall be provided. Statements that the offeror's procedures are approved by DCAA are not sufficient.

Provide copies of current payroll records to support proposed base hourly rates. In the case of a contingent hire, provide a copy of an accepted offer letter that identifies the agreed-to salary amount.

(2) Other Direct Costs

(i) Offerors shall use the following unburdened amounts (\$K) for travel and materials:

Element	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Travel	\$500,000	\$525,000	\$550,000	\$575,000	\$600,000	\$2.75 Million
Material	\$1.7 Million	\$1.8 Million	\$1.9 Million	\$2 Million	\$2.1 Million	\$9.5 Million

(A) Travel dollars are assumed to reflect CDSA, VA as a point of origin and are exclusively for technical travel requirements of the contract and/or individual delivery orders, if applicable. Sample destinations include: San Diego, California; Mayport, Florida; Bremerton, Washington; Pascagoula, Mississippi; Washington, DC; Pearl Harbor, Hawaii; and Wallops Island, Virginia.

If, due to the use of remotely located personnel, including subcontractors, or the offeror's proposed management structure, additional travel is planned to be direct charged, subject to the limitations of Section G herein, it should be added to the above amounts. Failure to do so will make such additional travel unallowable following contract award. Narrative information regarding the basis for the additional amounts should be provided.

(B) "Material" dollars are intended to cover items of expense directly associated with producing contract deliverables to exclusively include copying costs and consumables (binders, tabs, CD-ROM blank disks, etc.). Items of expense not included in this estimate are personnel relocation, computer usage, postage and express/overnight delivery charges, and telephone and other communication costs. Offerors who do not direct charge reproduction and/or consumables shall so state and may reduce the dollar amount correspondingly. Offerors who plan to direct charge any other item of ODC shall identify each item of expense, including associated dollars, and provide the following information for each item. Corresponding dollar amounts for each additional type of ODC shall be included in the offeror's total proposed cost if the expense category is to be allowed as a direct charge following contract award.

(1) Description, justification, and detailed basis for the estimate.

(2) For any costs proposed on a per unit basis, (e.g., those set up in a service cost center and charged to users/customers on a per unit basis), the discussion shall also include statistical data supporting the unit charge. Statements that the rate has been accepted by DCAA are not sufficient.

(3) If direct charge is proposed for any leased item, identification of item, justification of need, and lease/purchase analysis shall be provided.

(4) If direct charge is proposed for depreciation of any capital asset, identification of item, justification of need, projected acquisition date, purchase price, depreciation method, and depreciation schedule shall be provided.

(ii) If it is anticipated that subcontractors will need to incur items of Other Direct Costs, they shall be proposed as such (subject to the solicitation requirements with respect to ODCs) or none shall be allowed during contract performance. Offerors shall note that the Realism Assessment will assess the extent to which the travel and material dollars provided above were allocated to proposed subcontractors. Offerors shall, therefore, provide a narrative explanation of the amounts allocated to and proposed by subcontractors or consultants.

(iii) The proposed direct charge of any item, such that title transfers to the Government under the provisions of FAR 52.245-5, Government Property, is not acceptable unless specifically authorized in writing under the contract. Furthermore, if a category of expense is not proposed as a direct charge in the Cost Proposal, it will not be allowed during contract performance unless it is established that there has been a DCAA-approved change in accounting procedures. This restriction is equally applicable to subcontractors.

(iv) Offerors shall specifically state their accounting practices with respect to each of the following items of expense: relocation costs for an individual hired to work on a specific contract/delivery order; copying costs for contract deliverables; material costs for contract deliverables (paper, notebooks, electronic media); computer costs (administrative); computer costs (technical); postage (including overnight delivery charges), long distance telephone and other communication costs (pagers, cellular phone charges, etc.), and training. Offerors shall note that indication that an item is a direct charge under this section will not result in its being allowable as a direct cost during contract performance unless associated costs have been included in the offeror's total proposed cost.

(3) Indirect Costs

(i) Identify each proposed Cost Center. Provide its official name and note the area (organizational, geographic, etc.) to which it applies. Note any restrictions on its applicability to this requirement.

(ii) For each proposed indirect rate (e.g., fringe, off-site overhead, on-site overhead, material handling, G&A, etc.) for each proposed cost center, note the individual elements comprising the pool for the respective rate and their relative weight in relation to the other elements. Note also the specific base to which each rate is applied. Provide this in chart format such as that shown below. For illustration purposes, a fringe pool has been selected.

<u>Weight</u>	<u>Pool Element</u>
xx%	Paid Absences
xx%	Payroll taxes (FICA, Medicare, FUTA, SUTA)
xx%	Paid Absences
xx%	Health Insurance
xx%	Life and other insurance
xx%	Training/education reimbursement
xx%	Retirement, 401K
xx%	Bonus
<u>xx%</u>	<u>Other (specify)</u>
100%	Total fringe pool.

(iii) Offerors shall identify their fiscal period and note which fiscal year they are in as of the date of proposal submission.

(iv) Provide a table showing each proposed indirect rate by contract year. If the proposed rates represent blended rates, also show the proposed rates by contractor fiscal year.

(v) Provide a four-year history of actuals incurred for each proposed indirect rate. This history shall include the offeror's most recently completed fiscal year and the three previous fiscal periods. Note whether the actuals have been audited by DCAA. Provide a detailed explanation for rate fluctuations from one year to the next of 10% or greater. For example, an increase of a 30% fringe rate to 33% is a 10% increase.

(vi) With respect to overhead and where teaming arrangements are proposed, it has been noticed that proposed overhead rates may reflect a plan to be co-located with a member of the team resulting in lower overhead costs for one or more of the firms. While this arrangement could be of significant benefit to the technical accomplishment of contract objectives, it may not result in realistic proposed costs because it fails to address the additional office space, furniture, equipment, and other support requirements associated with those individuals who are proposed to work in another firm's space. Where such an arrangement is proposed, the Cost Proposal shall specifically state what agreements have been made regarding these items of cost and shall clearly and specifically demonstrate how and where these costs are reflected in the indirect pool.

(vii) Offerors are notified that the realism of proposed indirect rates will take historical actuals into consideration. Further, indirect rates significantly lower than recent actuals, or declining indirect rates may not be evaluated as realistic unless caps are offered. A composite cap including all burdens applied to direct labor is considered preferable to individual rate caps.

(viii) If a formal Forward Pricing Rate Agreement has been negotiated, provide a copy.

(ix) Provide copies of any DCAA correspondence that approve proposed indirect rates.

(x) In accordance with Section C, Statement of Work, it is anticipated that the Government will provide some space for on-site support. However, offerors are not to price their proposals based on their on-site overhead rate. Instead, the proposal shall identify the on-site overhead rate that will be applied when on-site support is identified at the task order level.

(4) Subcontracting Costs

Note the planned subcontract type for each subcontractor. The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be fully supported. It is the responsibility of the prime contractor and higher-tier-subcontractor (if applicable) to review and evaluate the reasonableness and realism of subcontract cost data and furnish the results of such review and evaluation to the Government as part of the offeror's cost proposal. . Failure to do so may be interpreted as the prime contractor's lack of management expertise in this area. Frequently, subcontractors are not willing to provide such detail to a prime contractor. Accordingly, this detail may be submitted directly to the Government or may be submitted to you in a sealed envelope that you forward with your proposal.

(5) Consultants. If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Identify the corresponding contract labor category for each proposed consultant. Include your analysis that establishes the reasonableness of the proposed hourly rate.

(6) Facilities Capital Cost of Money

The offeror shall provide a completed DD Form 1861 - Contract Facilities Capital Cost of Money, if this element is to be proposed. This data shall be specifically identified in the cost proposal.

(7) Fixed Fee

Offerors shall state their proposed fixed fee rate and the specific base to which it has been applied. If the proposal reflects a multiple fee rate structure (e.g, a lower fee rate applied to subcontract costs), each rate and the applicable

base shall be explicitly identified. Although none is planned at this time, offerors are reminded of the requirements of FAR 45.302-3(c) which provides that no fee shall be allowed on the cost of facilities when purchased for the account of the Government under other than a facilities contract.

(8) Subcontracting Plan

Offerors who are large businesses under the applicable NAICS code shall note the requirement for submission of a Subcontracting Plan. Offerors are cautioned to ensure that proposed small, SDB, and 8(a) subcontractors are considered small businesses under the NAICS code applicable to this acquisition. Offerors are also cautioned to ensure that their proposed direct subcontracting (as reflected in their Subcontracting Plan) is fully consistent with their Technical and Cost Proposals, as appropriate.

(9) Offerors shall note the inclusion of FAR 52.222-46, Evaluation of Compensation for Professional Employees (FED 1993), by reference in Section L. This clause requires the submission of a complete Compensation Plan. This Plan shall be included in the offeror's Cost Proposal.

Ddl-L36 COST PROPOSAL – SPECIFIC REQUIREMENTS – START DATE FOR USE IN COST PROPOSAL

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract award of 1 March 2004 with a performance start date of 5 April 2004 in order to allow for a one month transition period. However, offerors are instructed to utilize 5 April 2004 as the start date for pricing their proposals. This date is only an estimate of the anticipated contract performance start date and will be used for the purpose of proposal evaluation only. A definitive contract performance start date will be incorporated into the contract award document.

Ddl-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing within two weeks after solicitation issuance date.

Ddl-L42 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the required security level. The Naval Surface Warfare Center, Dahlgren Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) \$1,000,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

- (1) A description of each major item or work effort.
- (2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".
- (3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy".
- (4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.
- (5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.
- (6) Identification of proposed subcontractors, if known, and their location and size status.
- (7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.
- (8) Any other information the Contracting Officer requires in order to evaluate the program.

HQ L-2-0008 REQUIREMENTS CONCERNING WORK WEEK (NAVSEA) (MAY 1993)

(a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.

(b) The offeror may include uncompensated effort in its proposed level of effort if:

- (1) The offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.
- (2) Uncompensated hours, for all employees and regardless of contract type, are included in the offeror's base for allocation of overhead costs.
- (3) The proposal identifies hours of uncompensated effort proposed by labor category.
- (4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.
- (5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.
- (6) The proposal includes a copy of the corporate policy addressing uncompensated effort.
- (c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.
- (d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offer shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

Ddl-M10 GREATEST VALUE EVALUATION

(a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award. Proposals will be evaluated on the factors listed below, as well as other criteria identified in Section M of the solicitation:

EVALUATION FACTORS

- Technical Understanding/Capability
- Past Performance
- Key Personnel
- Management Capability

(b) The above evaluation factors are listed in order of importance. The Technical Understanding/Capability is weighted slightly more important than Past Performance. Past Performance is weighted more than two times, but less than three times as important as Key Personnel. Management Capability is slightly less important than Key Personnel.

(c) Each factor and subfactor will be evaluated and rated. Additionally, a risk assessment will be made on each factor and subfactor. Both risk and the offeror's plans for risk mitigation, if provided will be evaluated.

(d) Offerors must meet each of the mandatory requirements identified in Section H. An offeror not meeting each of these mandatory requirements (or having acceptable plans for meeting the requirements by contract award) will not be considered as eligible for contract award. No weight is assigned to the mandatory requirements.

(e) The evaluation factors for this award are further defined as follows:

- Technical Understanding and Capability -- The validity and thoroughness of the offeror's presentation will be evaluated on the offeror's technical understanding of and technical approach to the various programs in each of the technical areas as demonstrated in the Oral Presentation and the subsequent question and answer session. The technical areas to be evaluated are equally weighted.

(f) Key Personnel – Evaluation of this factor will be based primarily on the written Technical Proposal and shall be evaluated on the following two equally rated subfactors;

1. Relevant experience of Personnel Proposed
2. Depth and Breadth of Experience Presented

The above factors address the degree to which Key Personnel resumes met, do not meet, or exceed desired qualifications for the respective key categories possessed by each Key Personnel across the spectrum of the programs listed in the Statement of Work. Depth is a measure of the length of time the individual has worked in one field or activity. Breadth is a measure of the variety of experiences the individual has either in one particular functional area or has across a number of programs/functional areas that have been identified in the Statement of

Work. The relevance of individual experience to the technical requirements of the Statement of Work will be assessed using the required Personnel/Statement of Work Allocation Matrix. Resumes are required to cover key personnel workyears of the first year as detailed in Section L. All key personnel workyears are equally weighted for evaluation purposes. Part-time resumes will be accumulated to an equivalent workyear and assigned an average rating earned by the grouped resumes.

The evaluation of risk for Key Personnel will be based primarily on an assessment of the proposed individual's availability. Such things as whether the individual is a contingent hire and whether a relocation will be necessary will be considered. Also, the proposed individual's suitability for the labor category will be assessed. That is, if the individual is significantly overqualified for the category, it is felt that there is increased risk associated with the individual's actually being provided to work under the category. An individual significantly underqualified for a category increases the risk of unsatisfactory performance without significant Government involvement.

(h) Management Capability – The Management factor will evaluate the offeror's ability to perform the non-technical aspects of contract performance and will be based primarily on the Oral Presentation. Each offeror's presentation will be assessed on following equally rated subfactors to determine the acceptability of the approach and the depth of understanding represented by that approach.

- Project Management
- Transition Planning
- Quality Control
- Personnel Recruitment/Retention/Skills Improvement
- Subcontracting/Teaming Allocations
- Business Relations with other DoD Contractors

(i) Past Performance – This factor considers the offeror's evaluated past performance and will be assessed on the following equally rated subfactors:

- Quality of Product or Service
- Timeliness of Performance (Schedule)
- Cost Control
- Business Relations
- Management of Key Personnel
- Subcontracting Goals (Extent of prior use of small, small disadvantaged, and woman-owned small businesses as subcontractors)

The Government intends to review the PPAIS ratings and other existing past performance ratings on relevant contracts. The Government may also review other relevant past performance information contained in either local files or from other Government sources. The Government may also consider information from past performance questionnaires, as required by Section L. General trends in a contractor's past performance will also be considered. Offerors without a past performance history will be evaluated in a manner that neither rewards nor penalizes the offeror.

Offerors are required to provide a narrative of their company's extent of prior use of small, small disadvantaged, woman-owned small business for the past three years. Additionally, the offerors are required to provide the past three years of SF 294s or SF 295s.

(b) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire

process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(c) Although cost is the least important evaluation factor, it will not be ignored. The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(d) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation.

(e) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.

(f) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the greatest value to the Government.

HQ M-2-0001 BASIS OF AWARD (NAVSEA) (SEP 1990)

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS.

LIST OF COGNIZANT TACTICAL EQUIPMENT

NOMENCLATURE	COMPLETE NOMENCLATURE	DESCRIPTION
C-9103	C-9103/USH-19(V)	CONTROL, MAGNETIC TAPE TRANSPORT
C-9670(V)	C-9670(V)/UYK-20(XN-1)	CORE MEMORY-CONTROL UNIT
C-9674	C-9674/UYK-20(V)	CONTROL-MONITOR
C-9675	C-9675/UYK-20(XN-1)	CONTROL-MONITOR
CV-3161	CV-3161/UYK-20(V)	CONVERTER, MEMORY DATA
CY-7422	CY-7422/UYK	CABINET, ELECTRICAL EQUIPMENT
CY-7445	CY-7445/UYK20(V)	CABINET, ELECTRICAL EQUIPMENT
CY-7446	CY-7446/UYK-20(XN-1)	CABINET, ELECTRICAL EQUIPMENT
CY-7494	CY-7494USH-19(V)	CABINET, ELECTRICAL EQUIPMENT
CY-7525	CY-7525/UYK	CABINET, ELECTRICAL EQUIPMENT
CY-7526	CY-7526/UYK	CABINET, ELECTRICAL EQUIPMENT
CY-7527	CY-7527/UYK	CABINET, ELECTRICAL EQUIPMENT
CY-7728	CY-7728/UYH-3(V)	CABINET, ELECTRICAL EQUIPMENT
MK 72 MOD 11	MK 72 MOD 11	CONVERTER, SIGNAL DATA
MK 72 MOD 12	MK 72 MOD 12	CONVERTER, SIGNAL DATA
MK-1768	MK-1768/UYK	EXPANSION KIT, CONTROL
MK-1769	MK-1769/UYK	MEMORY KIT, READ
OA-7984(V)	OA-7984(V)/UYK	CONSOLE, INPUT-OUTPUT
OJ-172(V)	OJ-172(V)/UYK	CONSOLE, INPUT-OUTPUT
OJ-723(V)	OJ-723(V)	PERIPHERAL CONTROL STATION CONSOLE
OL-170(V)	OL-170(V)/UYK	DATA DISPLAY GROUP
OL-267(V)	OL-267(V)/UYK	DATA TERMINAL GROUP
OL-267(V)1	OL-267(V)1/UYK	DATA TERMINAL GROUP
OL-656(V)	OL-656(V)/SYQ	PERIPHERAL EMULATION SYSTEM
PT-533	PT-533/USQ-88(V)	PRINTER - PLOTTER
RD-358(V)1	RD-358(V)1/UYK	RECORDER - REPRODUCER, DIGITAL MAGNETIC TAPE
RD-358(V)2	RD-358(V)2/UYK	RECORDER - REPRODUCER, DIGITAL MAGNETIC TAPE
RD-358(V)3	RD-358(V)3/UYK	RECORDER - REPRODUCER, DIGITAL MAGNETIC TAPE
RD-358(V)4	RD-358(V)4/UYK	RECORDER - REPRODUCER, DIGITAL MAGNETIC TAPE
RD-358(V)5	RD-358(V)5/UYK	RECORDER - REPRODUCER, DIGITAL MAGNETIC TAPE
RD-358(V)6	RD-358(V)6/UYK	RECORDER - REPRODUCER, DIGITAL MAGNETIC TAPE
RD-358(V)7	RD-358(V)7/UYK	RECORDER - REPRODUCER, DIGITAL MAGNETIC TAPE

LIST OF COGNIZANT TACTICAL EQUIPMENT

NOMENCLATURE	COMPLETE NOMENCLATURE	DESCRIPTION
RD-358(V)8	RD-358(V)8/UYK	RECORDER - REPRODUCER, DIGITAL MAGNETIC TAPE
RD-358(V)9	RD-358(V)9/UYK	RECORDER - REPRODUCER, DIGITAL MAGNETIC TAPE
RD-358A(V)	RD-358A(V)/UYK	RECORDER - REPRODUCER, DIGITAL MAGNETIC TAPE
RD-367	RD-367/USH-19(V)	TRANSPORT, MAGNETIC TAPE
SB-3700(V)	SB-3700(V)/SPS	SWITCHBOARD, COMMAND AND CONTROL
SB-3743	SB-3743/U	SWITCHBOARD, LOADCENTER CONTROL
TS-3233	TS-3233/USH-19(V)	TEST SET, RECORDER - REPRODUCER SET
TS-3923	TS-3923/U	TEST SET, MAGNETIC DISK
UGC-143A(V)4	AN/UGC-143A(V)4	TELETYPEWRITER SET
UGC-143A(V)5	AN/UGC-143A(V)5	TELETYPEWRITER SET
USH-19(V)1	AN/USH-19(V)1	RECORDER - REPRODUCER SET, SIGNAL DATA
USH-19(V)2	AN/USH-19(V)2	RECORDER - REPRODUCER SET, SIGNAL DATA
USH-26(V)	AN/USH-26(V)	RECORDER - REPRODUCER SET, SIGNAL DATA
USQ-20(V)	AN/USQ-20(V)	DATA PROCESSING SYSTEM
USQ-69(V)	AN/USQ-69(V)	DATA TERMINAL SET
USQ-69A(V)	AN/USQ-69A(V)	DATA TERMINAL SET
USQ-69X(V)	AN/USQ-69X(V)	DATA TERMINAL SET
USQ-69B(V)	AN/USQ-69B(V)	DATA TERMINAL SET
UYA-4(V)	AN/UYA-4(V)	DATA DISPLAY SYSTEM
UYH-3(V)	AN/UYH-3(V)	RECORDER - REPRODUCER SET, MAGNETIC DISK
UYH-16(V)	AN/UYH-16(V)	MASS MEMORY STORAGE DEVICE
UYK-7(V)	AN/UYK-7(V)	COMPUTER SET
UYK-20(V)	AN/UYK-20(V)	DATA PROCESSING SET
UYK-20A(V)	AN/UYK-20A(V)	DATA PROCESSING SET
UYK-20AX(V)	AN/UYK-20AX(V)	DATA PROCESSING SET
UYK-20X(V)	AN/UYK-20X(V)	DATA PROCESSING SET
UYK-43(V)	AN/UYK-43(V)	COMPUTER SET
UYK-44(V)	AN/UYK-44(V)	DATA PROCESSING SET
UYQ-21(V)	AN/UYQ-21(V)	DATA DISPLAY SYSTEM
RO-521	RO-521/UYK	RECORDER , SIGNAL DATA

LIST OF COGNIZANT TACTICAL EQUIPMENT

NOMENCLATURE	COMPLETE NOMENCLATURE	DESCRIPTION
CY-8400	CY-8400/UYK-3(V)	CABINET, ELECTRONIC EQUIPMENT
PT-540(V)1	PT-540(V)1/U	PRINTER - PLOTTER
PT-540(V)2	PT-540(V)2/U	PRINTER - PLOTTER
PT-540(V)3	PT-540(V)3/U	PRINTER - PLOTTER
PT-540(V)4	PT-540(V)4/U	PRINTER - PLOTTER
PT-549(V)1	PT-549(V)1/U	PRINTER - PLOTTER
PT-549(V)	PT-549(V)U	PRINTER - PLOTTER
PP-7357(V)	PP-7357(V)/UYK	POWER SUPPLY
CV-4053(V)1	CV-4053(V)1/USQ	INPUT - OUTPUT UNIT
CV-4053(V)2	CV-4045(V)2/USQ	INPUT - OUTPUT UNIT
TD-1431(V)2	TD-1431(V)2/USQ	AREA REMOTE MULTIPLEXER
TD-1431(V)1	TD-1431(V)1/USQ	AREA REMOTE MULTIPLEXER
SB-4262	SB-4262/UYK	DISTRIBUTION UNIT, POWER
SB-4263	SB-4263/UYK	DISTRIBUTION UNIT, POWER
SB-4264	SB-4264/UYK	DISTRIBUTION UNIT, POWER
SB-4265	SB-4265/UYK	DISTRIBUTION UNIT, POWER
CY-8290	CY-8290/USQ-69(V)	CABINET, ELECTRICAL EQUIPMENT
C-11257	C-11257/USQ-69(V)	CONTROLLER UNIT, LOGIC, DATA TERMINAL
J-4068	J-4068/USQ-69(V)	INTERFACE UNIT, SLOW
J-4069	J-4069/USQ-69(V)	INTERFACE UNIT, FAST, NEGATIVE
IP-1449	IP-1449/USQ-69(V)	DISPLAY UNIT, DATA TERMINAL
MU-763	MU-763/USQ-69(V)	MEMORY UNIT, READ ONLY
PP-7881	PP-7881/USQ-69(V)	POWER SUPPLY
TT-788	TT-788/USQ-69(V)	KEYBOARD UNIT, DATA TERMINAL
N/A	N/A	LOCAL AREA NETWORK SOFTWARE/ HARDWARE
N/A	N/A	VAX COMPUTER SYSTEMS
N/A	N/A	COMMERCIAL PCs/Workstations
N/A	N/A	COMMERCIAL PC/Workstation PERIPHERALS
N/A	N/A	COMMERCIAL Ethernet/FDDI
N/A	N/A	LAMPS MKIII MOCKUP
NOMENCLATURE	COMPLETE NOMENCLATURE	DESCRIPTION
N/A	N/A	VIDEO DISTRIBUTION/TELECONFERENCING EQUIPMENT
SYQ-20(V)	AN/SYQ-20(V)	ADVANCED COMBAT DIRECTION SYSTEMS
AN/SPA-25G	AN/SPA-25G	Radar Display Indicator Group
AN/SPQ-12	AN/SPQ-12	Radar Display and Distribution System

LIST OF COGNIZANT TACTICAL EQUIPMENT

NOMENCLATURE	COMPLETE NOMENCLATURE	DESCRIPTION
AN/SPQ-14	AN/SPQ-14	Advance Sensor Display System
CV-3989/SP	CV-3989/SP	Converter, Signal Data
SB-4229/SP	SB-4229/SP	Switchboard, Signal Distribution, Radar
AM-7115A	AM-7115A	Amplifier, Video
AM-7116A	AM-7116A	Amplifier, Trigger Pulse
CV-3989(V)1, 2, etc./SP	CV-3989(V)1, 2, 3, etc./SP	Converter, Signal Data, Dual all versions
SB-4229A(V)1,2, etc./SP	SB-4229A(V)1,2, etc./SP	Switchboard, Signal Distribution, Radar all versions
CD-135/U	CD-135/U	Controller, Tracking Data
SM-902/U	SM-902/U	Simulator, Video Signal
MT-7085/U	MT-7085/U	Rack, Electrical Equipment
RD-670/U	RD-670/U	Recorder-Reproducer
AN/SPS-73 Interface	N/A	Radar Interface
AN/SPS-64() Interface	N/A	Radar Interface
AN/SPS-40() Interface	N/A	Radar Interface
AN/SPS-49() Interface	N/A	Radar Interface
AN/SPS-48() Interface	N/A	Radar Interface
AN/SPS-67() Interface	N/A	Radar Interface
AN/SPS-10() Interface	N/A	Radar Interface
AN/SPS-55() Interface	N/A	Radar Interface
AN/SYQ-20() Interface	N/A	Interface
JOTS (Joint Operational Tactical System) Interface	N/A	Interface
BFTT(Battle Force Tactical Trainer) Interface	N/A	Interface
APS-137 Interface	N/A	Radar Interface
AN/SPY-1() Interface	N/A	Radar Interface
KSQ-1	KSQ-1	Interface
Decoders	N/A	RADDs to Syncro
Decoders	N/A	RADDs to 3 wire DxDY
Decoders	N/A	RADDs to 6 Wire DxDy
Decoders	N/A	Parallel Digital Theta
PROVT	SM-907/U	Radar Simulator
AN/SPA-25A-F	AN/SPA-25A-F	Radar Display Group
RADDs STATUS NETWORK	N/A	RADDs STATUS NETWORK
CV-4191	CV-4191	Converter
AN/UYQ-70	AN/UYQ-70	
MX-11732/SYQ-24(V)	MX-11732/SYQ-24(V)	PERIPHERAL SUPPORT UNIT

LIST OF COGNIZANT TACTICAL EQUIPMENT

MX-11733/SYQ-24(V)	MX-11733/SYQ-24(V)	PERIPHERAL SUPPORT UNIT
NOMENCLATURE	COMPLETE NOMENCLATURE	DESCRIPTION
MX-11734/SYQ-24(V)	MX-11734/SYQ-24(V)	LAN INTERCONNECTING UNIT
OJ-721	OJ-721(V)/UYQ-70(V)2	RACK-BASED CONSOLE
OJ-722	OJ-722(V)/UYQ-24(V)	COMMAND CONSOLE GROUP
OJ-723	OJ-723 (V)/SYQ-24(V)	PERIPHERAL CONTROL STATION CONSOLE
OJ-724	OJ-724(V)/SYQ-24(V)	TACTICAL DISPLAY CONSOLE
OJ-740	OJ-740(V)/UYK	CONSOLE DATA PROCESSOR GROUP
OJ-774	OJ-774(V)/UYQ-70(V)2	COMMAND CONTROL GROUP
OK-644	OK-644(V)/S	COMMAND CONTROL GROUP
OL-622	OL-622/SYQ-24(V)	CENTRAL DATA DISTRIBUTION UNIT
OL-623	OL-623(V)/SYQ-24(V)	DISPLAY PROCESSOR GROUP
OL-624	OL-624(V)/SYQ-24(V)	COMMAND SUPPORT PROCESSOR GROUP
OL-625	OL-625(V)/SYQ-24(V)	COMMAND PROCESSOR GROUP
OL-655	OL-655(V)/SYQ-24(V)	DATA MANAGEMENT PROCESSOR GROUP
OL-656	OL-656(V)/SYQ-24(V)	PERIPHERAL SUPPORT PROCESSOR GROUP
OL-657	OL-657(V)/S	DATA PROCESSING GROUP, SHIP-SELF DEFENSE


WAGE DETERMINATION NO: 94-2543 REV (32) AREA: VA,NORFOLK

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

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WASHINGTON D.C. 20210

Director	Wage Determinations	Wage Determination No.: 1994-2543 William W.
		Date Of Last Revision: 07/29/2003

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans

Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.38
01012 - Accounting Clerk II	10.58
01013 - Accounting Clerk III	13.17
01014 - Accounting Clerk IV	14.28
01030 - Court Reporter	12.94
01050 - Dispatcher, Motor Vehicle	12.63
01060 - Document Preparation Clerk	10.68
01070 - Messenger (Courier)	8.68
01090 - Duplicating Machine Operator	9.93
01110 - Film/Tape Librarian	10.56
01115 - General Clerk I	7.94
01116 - General Clerk II	9.77
01117 - General Clerk III	12.15
01118 - General Clerk IV	13.59
01120 - Housing Referral Assistant	16.42
01131 - Key Entry Operator I	9.13
01132 - Key Entry Operator II	11.49
01191 - Order Clerk I	11.13
01192 - Order Clerk II	14.56
01261 - Personnel Assistant (Employment) I	12.18
01262 - Personnel Assistant (Employment) II	14.07
01263 - Personnel Assistant (Employment) III	14.87
01264 - Personnel Assistant (Employment) IV	17.03
01270 - Production Control Clerk	17.78
01290 - Rental Clerk	12.49
01300 - Scheduler, Maintenance	13.00
01311 - Secretary I	13.00
01312 - Secretary II	15.14
01313 - Secretary III	17.27
01314 - Secretary IV	20.25
01315 - Secretary V	21.26
01320 - Service Order Dispatcher	12.63

01341 - Stenographer I	10.51
01342 - Stenographer II	12.90
01400 - Supply Technician	19.04
01420 - Survey Worker (Interviewer)	12.02
01460 - Switchboard Operator-Receptionist	9.59
01510 - Test Examiner	14.39
01520 - Test Proctor	14.39
01531 - Travel Clerk I	9.92
01532 - Travel Clerk II	10.59
01533 - Travel Clerk III	11.30
01611 - Word Processor I	11.58
01612 - Word Processor II	13.96
01613 - Word Processor III	14.61
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	9.41
03041 - Computer Operator I	11.53
03042 - Computer Operator II	13.32
03043 - Computer Operator III	16.50
03044 - Computer Operator IV	19.12
03045 - Computer Operator V	20.32
03071 - Computer Programmer I (1)	19.24
03072 - Computer Programmer II (1)	21.77
03073 - Computer Programmer III (1)	25.96
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.89
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.53
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.20
05010 - Automotive Glass Installer	16.60
05040 - Automotive Worker	16.60
05070 - Electrician, Automotive	17.38
05100 - Mobile Equipment Servicer	15.00
05130 - Motor Equipment Metal Mechanic	18.20
05160 - Motor Equipment Metal Worker	16.60
05190 - Motor Vehicle Mechanic	18.20
05220 - Motor Vehicle Mechanic Helper	14.15
05250 - Motor Vehicle Upholstery Worker	15.78
05280 - Motor Vehicle Wrecker	16.60
05310 - Painter, Automotive	17.38
05340 - Radiator Repair Specialist	15.78
05370 - Tire Repairer	13.37
05400 - Transmission Repair Specialist	18.20
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.92
07010 - Baker	9.05
07041 - Cook I	8.43
07042 - Cook II	9.32
07070 - Dishwasher	7.42
07130 - Meat Cutter	11.54
07250 - Waiter/Waitress	7.56
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	20.27
09040 - Furniture Handler	13.34
09070 - Furniture Refinisher	16.03
09100 - Furniture Refinisher Helper	13.05
09110 - Furniture Repairer, Minor	14.56
09130 - Upholsterer	16.03
11030 - General Services and Support Occupations	

11030 - Cleaner, Vehicles	8.43
11060 - Elevator Operator	8.36
11090 - Gardener	10.19
11121 - House Keeping Aid I	7.41
11122 - House Keeping Aid II	9.50
11150 - Janitor	8.96
11210 - Laborer, Grounds Maintenance	9.52
11240 - Maid or Houseman	7.41
11270 - Pest Controller	10.57
11300 - Refuse Collector	10.02
11330 - Tractor Operator	9.71
11360 - Window Cleaner	9.50
12000 - Health Occupations	
12020 - Dental Assistant	11.11
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.79
12071 - Licensed Practical Nurse I	10.98
12072 - Licensed Practical Nurse II	12.32
12073 - Licensed Practical Nurse III	13.78
12100 - Medical Assistant	10.39
12130 - Medical Laboratory Technician	12.14
12160 - Medical Record Clerk	11.99
12190 - Medical Record Technician	13.15
12221 - Nursing Assistant I	7.67
12222 - Nursing Assistant II	8.63
12223 - Nursing Assistant III	9.42
12224 - Nursing Assistant IV	10.56
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	11.71
12311 - Registered Nurse I	19.72
12312 - Registered Nurse II	23.42
12313 - Registered Nurse II, Specialist	23.42
12314 - Registered Nurse III	28.34
12315 - Registered Nurse III, Anesthetist	28.34
12316 - Registered Nurse IV	33.96
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	14.23
13011 - Exhibits Specialist I	15.81
13012 - Exhibits Specialist II	19.21
13013 - Exhibits Specialist III	21.33
13041 - Illustrator I	17.63
13042 - Illustrator II	21.42
13043 - Illustrator III	23.78
13047 - Librarian	21.20
13050 - Library Technician	12.60
13071 - Photographer I	11.73
13072 - Photographer II	15.55
13073 - Photographer III	18.89
13074 - Photographer IV	20.98
13075 - Photographer V	25.39
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.95
15030 - Counter Attendant	6.95
15040 - Dry Cleaner	8.75
15070 - Finisher, Flatwork, Machine	6.95
15090 - Presser, Hand	6.95
15100 - Presser, Machine, Drycleaning	6.95
15130 - Presser, Machine, Shirts	6.95
15160 - Presser, Machine, Wearing Apparel, Laundry	6.95
15190 - Sewing Machine Operator	9.35
15220 - Tailor	9.91

15250 - Washer, Machine	7.51
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.33
19040 - Tool and Die Maker	20.31
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.62
21020 - Material Coordinator	17.78
21030 - Material Expediter	17.78
21040 - Material Handling Laborer	9.75
21050 - Order Filler	9.89
21071 - Forklift Operator	13.56
21080 - Production Line Worker (Food Processing)	13.08
21100 - Shipping/Receiving Clerk	11.02
21130 - Shipping Packer	12.10
21140 - Store Worker I	9.87
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.41
21210 - Tools and Parts Attendant	14.93
21400 - Warehouse Specialist	14.36
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.53
23040 - Aircraft Mechanic Helper	15.13
23050 - Aircraft Quality Control Inspector	21.44
23060 - Aircraft Servicer	16.87
23070 - Aircraft Worker	17.74
23100 - Appliance Mechanic	17.63
23120 - Bicycle Repairer	13.37
23125 - Cable Splicer	20.32
23130 - Carpenter, Maintenance	16.03
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	18.96
23181 - Electronics Technician, Maintenance I	16.46
23182 - Electronics Technician, Maintenance II	16.84
23183 - Electronics Technician, Maintenance III	18.04
23260 - Fabric Worker	14.56
23290 - Fire Alarm System Mechanic	16.79
23310 - Fire Extinguisher Repairer	13.84
23340 - Fuel Distribution System Mechanic	18.95
23370 - General Maintenance Worker	15.31
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.79
23430 - Heavy Equipment Mechanic	16.79
23440 - Heavy Equipment Operator	16.79
23460 - Instrument Mechanic	16.79
23470 - Laborer	10.02
23500 - Locksmith	18.17
23530 - Machinery Maintenance Mechanic	18.43
23550 - Machinist, Maintenance	16.79
23580 - Maintenance Trades Helper	13.05
23640 - Millwright	20.58
23700 - Office Appliance Repairer	16.03
23740 - Painter, Aircraft	18.24
23760 - Painter, Maintenance	16.03
23790 - Pipefitter, Maintenance	17.37
23800 - Plumber, Maintenance	16.58
23820 - Pneudraulic Systems Mechanic	16.79
23850 - Rigger	16.79
23870 - Scale Mechanic	15.31
23890 - Sheet-Metal Worker, Maintenance	16.79
23910 - Small Engine Mechanic	15.31
23930 - Telecommunication Mechanic I	16.79
23931 - Telecommunication Mechanic II	20.16

23950 - Telephone Lineman	16.79
23960 - Welder, Combination, Maintenance	16.79
23965 - Well Driller	16.79
23970 - Woodcraft Worker	16.79
23980 - Woodworker	13.84
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.15
24580 - Child Care Center Clerk	11.06
24600 - Chore Aid	6.58
24630 - Homemaker	10.63
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.76
25040 - Sewage Plant Operator	17.81
25070 - Stationary Engineer	17.76
25190 - Ventilation Equipment Tender	13.05
25210 - Water Treatment Plant Operator	17.81
27000 - Protective Service Occupations	
(not set) - Police Officer	17.47
27004 - Alarm Monitor	11.95
27006 - Corrections Officer	13.55
27010 - Court Security Officer	14.51
27040 - Detention Officer	13.55
27070 - Firefighter	13.99
27101 - Guard I	8.94
27102 - Guard II	10.70
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.07
28020 - Hatch Tender	15.07
28030 - Line Handler	15.07
28040 - Stevedore I	15.44
28050 - Stevedore II	16.96
29000 - Technical Occupations	
21150 - Graphic Artist	18.24
29010 - Air Traffic Control Specialist, Center (2)	29.10
29011 - Air Traffic Control Specialist, Station (2)	20.07
29012 - Air Traffic Control Specialist, Terminal (2)	22.09
29023 - Archeological Technician I	13.01
29024 - Archeological Technician II	14.63
29025 - Archeological Technician III	18.07
29030 - Cartographic Technician	19.12
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.38
29040 - Civil Engineering Technician	18.89
29061 - Drafter I	11.46
29062 - Drafter II	12.90
29063 - Drafter III	16.21
29064 - Drafter IV	19.70
29081 - Engineering Technician I	15.58
29082 - Engineering Technician II	16.67
29083 - Engineering Technician III	20.54
29084 - Engineering Technician IV	24.87
29085 - Engineering Technician V	29.05
29086 - Engineering Technician VI	35.89
29090 - Environmental Technician	16.43
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	19.90
29210 - Laboratory Technician	14.86
29240 - Mathematical Technician	19.70
29361 - Paralegal/Legal Assistant I	12.85
29362 - Paralegal/Legal Assistant II	15.60
29363 - Paralegal/Legal Assistant III	19.09

29364 - Paralegal/Legal Assistant IV	23.09
29390 - Photooptics Technician	19.70
29480 - Technical Writer	20.56
29491 - Unexploded Ordnance (UXO) Technician I	18.49
29492 - Unexploded Ordnance (UXO) Technician II	22.37
29493 - Unexploded Ordnance (UXO) Technician III	26.81
29494 - Unexploded (UXO) Safety Escort	18.49
29495 - Unexploded (UXO) Sweep Personnel	18.49
29620 - Weather Observer, Senior (3)	18.44
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.04
29622 - Weather Observer, Upper Air (3)	17.04
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	10.39
31260 - Parking and Lot Attendant	7.51
31290 - Shuttle Bus Driver	10.10
31300 - Taxi Driver	10.29
31361 - Truckdriver, Light Truck	10.10
31362 - Truckdriver, Medium Truck	11.06
31363 - Truckdriver, Heavy Truck	14.64
31364 - Truckdriver, Tractor-Trailer	14.64
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	7.99
99030 - Cashier	7.67
99041 - Carnival Equipment Operator	10.00
99042 - Carnival Equipment Repairer	10.49
99043 - Carnival Worker	7.12
99050 - Desk Clerk	8.10
99095 - Embalmer	17.93
99300 - Lifeguard	8.88
99310 - Mortician	21.33
99350 - Park Attendant (Aide)	11.14
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.22
99500 - Recreation Specialist	13.50
99510 - Recycling Worker	12.27
99610 - Sales Clerk	8.88
99620 - School Crossing Guard (Crosswalk Attendant)	9.62
99630 - Sport Official	7.72
99658 - Survey Party Chief (Chief of Party)	13.67
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.43
99660 - Surveying Aide	8.54
99690 - Swimming Pool Operator	10.63
99720 - Vending Machine Attendant	10.43
99730 - Vending Machine Repairer	12.22
99740 - Vending Machine Repairer Helper	10.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative,

or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office,

Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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Ddl-J20 ATTACHMENT [] - VALUE ENGINEERING GUIDE

Navy Value Engineering Guide for Contractors

1. Introduction.

The Navy has revitalized its Value Engineering (VE) program based on direction from the highest levels within the Department. This renewed VE effort is evident in the annual VE savings goals and training requirements already promulgated throughout the Navy Contracting System. To monitor and enhance the effectiveness of this initiative, the achievement of VE objectives has been incorporated, where appropriate, into Navy personnel performance appraisals. The policy of realizing maximum VE application in Navy contracts is being implemented and carefully reviewed throughout all levels of the Department of the Navy. However, to ensure this program's success, the active support, cooperation, and participation of the contractor community is required. We strongly invite your interest and involvement in the VE program, and believe that the mutual benefits realized thereby will be readily apparent in the following overview of VE methodology and procedures.

2. Definitions, Policy and Procedures.

a. VE is a process of systematically analyzing functional requirements to achieve the essential functions in the most cost effective manner consistent with requisite performance, reliability/maintainability, and safety standards. It shares the same basic objectives and philosophy as other value improvement terms such as Value Analysis, Value Control, Value Management, etc. As a management discipline, VE has been successfully applied across the entire spectrum of the acquisition and support process. Its application is not and should not be limited by the term "engineering" to hardware design and production. VE is a fundamental approach which challenges even basic premises (including the need for the product's existence) in light of viable substitutes. Because of this perspective, VE may be applied to systems, equipment, facilities, procedures, methods, software and supplies. VE's application in these various areas has resulted in more suitable products, cost savings and increased profits to the contractors.

b. Contractors participate in the Navy VE program by two (2) means:

(1) Voluntarily suggest methods for performing more economically and share in any resulting savings. Known as the "incentive" approach.

(2) Comply with contract clauses which require a specific program be established to identify and submit to the Government methods for performing more economically. This requirement is incorporated as a separate priced line item of the contract and must meet minimum requirements of MIL-STD-1771. Known as the "Program Requirement" or "Mandatory" approach.

c. Basic policies for the VE program are set forth in FAR 48.102. Key features include:

(1) Agencies shall provide contractors a substantial financial incentive to develop and submit VECP's.

(2) Agencies shall provide contractors objective and expeditious processing of VECP's.

(3) Agencies shall encourage subcontractors to submit VECP's by requiring the prime to incorporate VE clauses in appropriate subcontracts.

(4) VE incentive payments do not constitute profit or fee within the limitation imposed by 10 U.S.C. 2036(d) and 41 U.S.C. 254(b).

d. VECP's can significantly increase profit. Contractors may share up to 55% of net savings, 50% of royalties and 20% of annual collateral savings when their cost reduction idea are adopted.

e. VE program output can be considerably improved through the formal training of the personnel involved. Such training is available on-site from private VE consultants and varies from straight classroom instruction to actual "hands-on" in-house VE projects guided by the instructor. This type of training may be tailored to the company's needs. The Government has two VE courses available. The "Contractual Aspects of VE" (CAVE), taught by the United States Air Force Institute of Technology School of Systems and Logistics at Wright Patterson Air Force Base; and the "Principles and Applications of VE" (PAVE), taught by the Army Management Engineering Training Activity at Rock Island. Both the CAVE and PAVE courses are open to Government contractor personnel on a space available basis and attendance is encouraged.

3. VE Methodology.

It is unnecessary for contractors to "reinvent the wheel" by making large investments of time/energy/money to develop formal VE analysis techniques. A formal methodology consisting of seven (7) distinct elements has already been developed, tested and proven in extended use over the years. This methodology (as shown in the DOD Manufacturing Management Handbook for Program Managers) may be applied from the component level up to and including entire systems. In specific cases, some elements may be considered "givens" and rigidly following the elements in sequence may not be necessary. These seven (7) elements are :

(1) VE Project Selection - The choice of system, service, hardware, component, requirement, etc., for VE application.

(2) Determination of Function - Analysis and definition of the function of the selected VE project to answer the question. "What does it do?" The function itself may be questioned (i.e., is it necessary?).

(3) Information Gathering - Collection and assembly of all necessary information concerning the VE item selected. Allows the VE personnel to become intimately familiar with the item while answering the questions, "What does it cost?" and "What is this function worth?"

(4) Development of Alternatives - Perhaps the most important element of the seven. Where an alternative is being sought, the use of free imagination, tempered with experience, will develop the best ideas. In initial "brainstorming" sessions, all ideas, even the wildest, should be duly recorded and considered. Don't constrain yourself to a conservative approach at this time. This element will provide an answer to the question, "What else can perform this function?"

(5) Analysis of Alternatives - Through this analysis, it is possible to "weed out" those ideas which appear technically or financially unfeasible. This analysis permits the selection of an alternative(s) for further feasibility testing based on the resulting cost estimates. This element answers the question, "What is the cost of the alternative(s)?"

(6) Feasibility Testing and Function Verification - Determines that the selected alternative(s) can perform the required function and are technically feasible. A variable alternative must provide the essential functional performance and be capable of being implemented. This element provides answers to the questions, "Are the alternatives technically feasible?" and "Does the alternative provide the essential function?"

(7) Preparation and Submission of Proposals - The final section, documentation and formal VECF preparation of the alternative. The VECF must be prepared and submitted in accordance with the requirements of the contract.

Additional detailed guidance in utilizing formal VE methodology may be found in DOD Handbook 5010.8-H "Value Engineering" as well as in courses called out in paragraph 2e above.

4. Sharing Mechanisms.

VE shall be implemented in Navy contracts by clauses identifying either the "incentive" or "mandatory" methods discussed in paragraph 2b above. The following table summarizes possible sharing arrangements under the different methods and by type of contract.

GOVERNMENT/CONTRACTOR SHARES OF NET ACQUISITION SAVINGS
(figures in percent)

Sharing Agreement

Incentive (Voluntary)		Program Requirement (Mandatory)		
Contract Type	Instant contract rate	Concurrent and future rate	Instant contract rate	Concurrent and future rate
Fixed-price (other than incentive)		50/50	50/50	75/25
Incentive (fixed-price or cost)		*	50/50	75/25
Cost-reimbursement (other than incentive)		75/25	75/25	85/15

*Same sharing arrangements as the contract's profit or fee adjustment formula.

**Includes cost-plus-award-fee contracts.

A contractor may be entitled to share in VE savings in two (2) different ways. The first results from savings on the acquisition of the product. Acquisition savings may accrue on your current contract, on other concurrent contracts where the VECF savings applies and on future contracts which incorporate the VECF. The other type of savings is collateral savings. Collateral savings are those in any other area such as logistics support, operations or other ownership savings which accrue to the Government as a result of accepting a VECF. The contractor is entitled to share in both acquisition savings and collateral savings. The extent of the sharing and types of savings shared are to be negotiated on a case-by-case basis depending on the nature of the VECF and subject to the sharing limits of the above table.

From: Contracting Officer
To:

Subj: CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT LETTER

Ref: (a) NAVSEAINST 4200.17B Contracting Officer's Representative
(b) SECNAVINST 4205.5 Contracting Officer's Technical Representative (COTR)
(c) NAVSEAINST 4200.19 Service Contract Restrictions and Safeguards
(d) NAVSEAINST 5910.2C Administration of Non-Payroll Personnel Occupying NAVSEA Headquarters Space
(e) COMNAVSEA Memo Ser: 00/4043 of 2 May 89, subj: Recoupment of Funds from Cost Reimbursement Level of Effort Contracts (NAVSEA July 1986)

Encl: (1) COR Checklist

1. You are herewith appointed as the Contracting Officer's Representative (COR) under the following contract (s):

Contract Number

Contractor

2. In accordance with references (a) and (b), specific duties which you are expected to perform include:

a. Review and, upon concurrence, sign all Technical Instructions (TIs) to the contractor to insure all tasks performed are within the scope of the contract, and ensure that copies are forwarded to the Administrative Contracting Officer (ACO). The "scope of the contract" is defined as the description, specifications, and work statement contained in Section C of the contract for the particular Contract Line Item Number (CLIN) under which a TI is issued. The COR is **NOT** authorized to issue any TI or other direction to the contractor which would alter the scope of the contract, the price, the delivery schedule, or any other terms and conditions of the contract. Review the contract requirements entitled "TECHNICAL INSTRUCTIONS" (NAVSEA 5252.242-9115) AND "CONTRACTING OFFICER'S REPRESENTATIVE" (DFARS 252.201-7000).

b. Prior to issuance of any TI, including oral direction, the COR shall ensure that adequate funding has been obligated to the contract to cover the estimated amount of each TI.

c. Receive and review copies of all correspondence with the contractor concerning Tis to assure that the scope of the work is not altered.

d. When a situation warrants the use of Tis, ensure that all such Tis or understandings reached with regard to the specifications or statement of work (SOW) are defined in writing. When the TI effort requires interpretation as to a contract change or contract scope, the concurrence of the Procuring Contracting Officer (PCO) shall be obtained prior to the contractor commencing work on any task. In urgent situations, the contractor may be given oral technical instructions; however, these oral instructions shall be followed up in writing within 5 working days.

e. Ensure that technical direction given the contractor does not entail personal services or explicitly or implicitly requires actions that change price, quantity, delivery schedule or other contract terms and conditions. Personal service occurs when contractor personnel are used as though they were Government employees or were interchangeable with the Government employees. References (a) and (b) provide detailed guidance on the proper use of contractor personnel. Reference (c) lists basic Government management functions which contractors may not perform.

f. Avoid any action, either direct or implied, that could result in a change in the pricing, quantity, delivery schedule, or any other terms or conditions of the contract, or any action that dictates a level of performance to continue beyond the delivery date or period of performance listed in the contract.

g. Bring to the PCO's attention, via the Program Manager or the NAVSEA functional code for which the work is being performed, an inefficient or wasteful methods being used by the contractor. Make recommendations for corrective or preventive measures as appropriate.

h. Be aware that the contract (s) will require copies of all invoices to be submitted to the COR, by code and name; however, your approval is not required for payment. Invoices should be reviewed for cost reasonableness and to ensure that they are submitted in accordance with contract requirements, and that the Progress Reports accurately reflect that work specified in the contract has actually been performed. Discrepancies should be submitted in writing to the PCO and ACO.

i. In accordance with reference (e), if you will be issuing TIs under a cost reimbursement level of effort contract make yourself aware of the contract requirement entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122) and monitor contractor performance to include the submission of the required "end of performance" report.

j. Maintain a file for each contract, which shall include: a copy of the contract and modifications, a copy of the signed COR Appointment Letter, all TIs issued, a cumulative tally of expended labor-hours and dollars for each TI issued, a copy of all invoices received, and a record of all deliverables and/or contractor progress reports received which cites their disposition.

k. Prepare a current and past performance report for the PCO within 60 days of contract completion. The report must reflect detailed performance by the Contractor, indicate whether all deliverables were received, accepted, and specify any problems associated with the contract. In the case of a multi-year contract, performance reports must be submitted annually.

l. Provide prompt written notification to the PCO if, for any reason, your tenure as COR is recommended for termination.

m. Enclosure (1) is forwarded to assist you in managing your COR duties and responsibilities.

3. The duties and responsibilities set forth herein are not intended to be all inclusive. Specific individual situations that: (a) have not been covered, (b) have created a question, or (c) are considered to be beyond your scope as COR should be brought to the attention of the PCO in order to obtain advice on proceeding in the best interest of the Government.

4. A signed copy of this letter must be returned to the PCO to signify acceptance to this appointment (PCO will forward a copy to SEA 028). In addition, you must comply with references (a) through (d).

5. Unless sooner terminated, this appointment is effective as long as the contract (s) listed in paragraph 1. above remain a primary responsibility and duty of the appointee. The COR may **NOT** delegate these duties to another individual. In the absence of the COR(s) identified in the contract, Tis may only be signed by the PCO.

Acceptance:

Contracting Officer's
Representative

(Date)

Procuring Contracting Officer

(Date)

COR CHECKLIST

1. TRAINING:

- a. Have you completed COR training?
- b. Have you had COR refresher training within 3 years?

2. SEPARATION OF FUNCTIONS:

- a. Did you initiate the requirement?
- b. Did you place the order?
- c. Did you perform the receipt, inspection and acceptance function?

3. CONTRACT TYPE:

- a. Have you established a COR file?
- b. Do you have your COR Nomination Letter in your COR file?
- c. Do you have your COR Appointment Letter in your COR file?
- d. Do you have a copy of the contract and modifications in your COR file?
- e. Do you have all the TIs incorporated into your COR file?
- f. Do you have a cumulative tally of expended man-hours and dollars for each TI?
- g. Do you have a record of all deliverables and/or contractor progress reports received which cite their disposition?
- h. Do you have correspondence from the contractor and correspondence between you and the contractor, e.g., telephone conversations, etc., incorporated into your file?

4. TYPE OF CONTRACT AND FUNDING:

- a. Is this a consulting service type contract? If so, do you have the proper funding documentation?

5. TECHNICAL INSTRUCTIONS (TIs):

- a. Have oral instructions (oral TIs) been issued only for urgent work?
- b. If you have issued any oral TIs, have you followed up with written TIs within 5 working days?
- c. Have you ensured that your technical direction given to the contractor does not entail personal services?
- d. Are these TIs within the scope of the SOW? Have any of these TIs changed the price, quantity, delivery schedule, or any other terms or conditions of the contract?

6. INVOICES:

- a. Has the contractor provided you with copies of all invoices?
- b. Have the invoices been reviewed for cost reasonableness?
- c. Do the invoices reflect accurately work which has been specified in the contract and verification that work has been satisfactorily completed?
- d. Have you reviewed the invoices to ensure the general appropriateness of types and quantities of labor and material?

7. REPORTS:

- a. After completion of contract, have you prepared a performance report and forwarded

- it to the PCO within 60 working days?
- b. For a multi-year contract, have you submitted annual report?

DEFINITIONS

1. CONTRACTING OFFICER REPRESENTATIVE (COR) is a technically qualified, properly trained individual nominated by the requiring activity and appointed in writing by the PCO to serve as liaison between the Government and a contractor for the technical aspects of a specific contract or order. The COR monitors the contractor's performance, serves as the focal point for the resolution of technical issues, and provides technical and administrative support to the contracting officer.
2. TECHNICAL INSTRUCTIONS (TIs) are written guidance or specific task directions to the contractor within the statement of work (SOW).
3. SERVICE CONTRACT is a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task, rather than to furnish an end item of supply.
4. PERSONAL SERVICES CONTRACT is a contract that, by its express terms or as administered, makes the contractor personnel appear to be Government employees.

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.								
A. Contract Line Item No.		B. Exhibit <div style="text-align: center;">A</div>		C. Category TDP _____ TM _____ OTHER <u> X </u>				
D. System / Item			E. Contract / PR No.		F. Contractor			
1. Data Item No. A001		2. Title of Data Item CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT			3. Subtitle INTERIM PROGRESS REPORT (TECHNICAL)			
4. Authority (Data Acquisition Document No.) DI-MGMT-80793			5. Contract Reference <div style="text-align: center;">Section C</div>		6. Requiring Office NAVSEA CDSA DAM NECK VA			
7. DD 250 Req. <div style="text-align: center;">LT</div>		9. Dist Statement Required <div style="text-align: center;">D</div>		10. Frequency <div style="text-align: center;">MNTLY</div>		12. Date of First Submission <div style="text-align: center;">See Block 16</div>		
8. App Code <div style="text-align: center;">N/A</div>		11. As Of Date <div style="text-align: center;">0</div>		13. Date of Subsequent Submission		14. Distribution		
						a. Addressee		
						b. Copies		
						<div style="display: flex; justify-content: space-between;"> <div>Draft</div> <div>Final</div> </div>		
						<div style="display: flex; justify-content: space-between;"> <div>Reg</div> <div>Repro</div> </div>		
16. Remarks BLOCK 4: The report shall be UNCLASSIFIED. The report shall be developed in Microsoft Excel The report shall contain the folling items in contractor format: a. Task Order Number b. Task Order Title c. Task order Start date d. Task Order End date e. Task Order Ceiling f. Task Order Funded amount g. Task Order Invoiced amount to date h. Task Order Completion Percentage BLOCK 9: <u>DISTRIBUTION STATEMENT D:</u> Distribution authorized to the Department of Defense and U.S. DoD contractors only due to protecting technical, operational, or operational use information from automatic dissemination under the International Exchange Program or by other means as determined on or after date of task order award. Other requests for this document shall be referred to NAVSEA CDSA DAM NECK VA. <u>EXPORT CONTROL WARNING:</u> WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25. BLOCK 12: NLT 5 working days after the end of each month.. BLOCK 14: The completed report shall be delivered in an electronic format. First choice of format shall be by electronic mail with the report as an attachment in an appropriate Microsoft application and the message serving as the transmittal letter. The "From" line serves as the "letterhead" and the signature. Second choice of format shall be by 3-1/2" diskette, ZIP cassette, or compact disc in an appropriate Microsoft application containing a letter of transmittal and the report as an attached document. When using the second method, each recipient of the distribution shall receive his/her own separate diskette, cassette, or CD. Each report shall address all elements - where an element is not applicable, the report shall so state. Content of the report shall also reflect the effort of all subcontractors.						COR <div style="border: 1px solid black; height: 300px; margin-top: 5px;"></div>		
						15. TOTAL →		
						<div style="display: flex; justify-content: space-between;"> <div>0</div> <div>0</div> <div>1</div> </div>		
G. Prepared by			H. Date		L. Approved by		J. Date	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.											
A. Contract Line Item No.		B. Exhibit <div style="text-align: center;">A</div>		C. Category TDP _____ TM _____ OTHER <u> X </u>							
D. System / Item		E. Contract / PR No.		F. Contractor							
1. Data Item No. A002		2. Title of Data Item CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT			3. Subtitle INTERIM PROGRESS REPORT (TECHNICAL)						
4. Authority (Data Acquisition Document No.) DI-MGMT-80227		5. Contract Reference TASK ORDER SOW PARA. _____			6. Requiring Office NAVSEA CDSA DAM NECK VA						
7. DD 250 Req. LT		9. Dist Statement Required D		10. Frequency SEE BLOCK 16		12. Date of First Submission 10DARP					
8. App Code N/A		11. As Of Date 0		13. Date of Subsequent Submission		14. Distribution					
				a. Addressee		b. Copies					
						Draft Final					
						Reg Repro					
16. Remarks BLOCK 4: The DID shall be tailored as follows: a. Delete the requirements of paragraphs 10.3.f, g, & h. b. Delete the requirement for stapling in paragraph 10.2. Data Item Descriptions may be found on the World Wide Web at: <u>http://astimage.daps.dla.mil/online/</u> BLOCK 9: <u>DISTRIBUTION STATEMENT D:</u> Distribution authorized to the Department of Defense and U.S. DoD contractors only due to protecting technical, operational, or operational use information from automatic dissemination under the International Exchange Program or by other means as determined on or after date of task order award. Other requests for this document shall be referred to NAVSEA CDSA DAM NECK VA. <u>EXPORT CONTROL WARNING:</u> WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25. BLOCK 10: This report shall be delivered monthly in coincidence with the Contractor's fiscal month and the invoiced period of performance. BLOCK 12: Days after reporting period (10DARP), in this case, shall mean working days. BLOCK 14: The completed report shall be delivered in an electronic format. Unclassified reports may be delivered in either format; classified reports must be delivered only in the second (portable media) format. First choice of format shall be by electronic mail with the report as an attachment in an appropriate Microsoft application and the message serving as the transmittal letter. The "From" line serves as the "letterhead" and the signature. Second choice of format shall be by 3-1/2" diskette, ZIP cassette, or compact disc in an appropriate Microsoft application containing a letter of transmittal and the report as an attached document. When using the second method, each recipient of the distribution shall receive his/her own separate diskette, cassette, or CD. Each report shall address all elements - where an element is not applicable, the report shall so state. Content of the report shall also reflect the effort of all subcontractors.				COR		0 0 1					
								15. TOTAL →		0 0 1	
				G. Prepared by		H. Date		L. Approved by		J. Date	

Form Approved
OMB No. 0704-0188

(1 Data Item)

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.

A. Contract Line Item No.		B. Exhibit A		C. Category TDP _____ TM _____ OTHER <u>X</u>	
D. System / Item		E. Contract / PR No.		F. Contractor	
1. Data Item No. A003		2. Title of Data Item FUNDS AND MAN-HOUR EXPENDITURE REPORT		3. Subtitle INTERIM PROGRESS REPORT (FINANCIAL)	
4. Authority (Data Acquisition Document No.) DI-FNCL-80331		5. Contract Reference TASK ORDER SOW PARA. _____		6. Requiring Office NAVSEA CDSA DAM NECK VA	
7. DD 250 Req. LT		9. Dist Statement Required D		10. Frequency SEE BLOCK 16	
8. App Code N/A		11. As Of Date 0		12. Date of First Submission 10DARP	
				13. Date of Subsequent Submission	
				14. Distribution	
				a. Addressee	
				b. Copies	
				Draft	
				Reg	
				Final	
				Repro	
16. Remarks BLOCK 4:		The DID shall be tailored as follows: a. Throughout the DID, replace the word "contract" with the phrase "task order" when this requirement is at the task order (versus contract) level. b. Paragraph 3.1.1 of the DID is explained as follows: "3.1.1 <u>Original negotiated contract</u> . A summary of all cost elements associated with the original negotiated contract. This is defined as the contractor's original cost proposal, as negotiated and accepted by the Government. It is that cost as it appears on the original contract document. Its elements shall contain that cost estimate breakdown by category (i.e., direct labor (Sr. Engineer, Jr. Engineer, draftsman, engineering shop, etc.)" <i>[Also needs to be differentiated as to on-site or off-site labor.]</i> , "burden/overhead, material/parts" <i>[Needs to be broken down (as an attachment) as to what was purchased, why, unit cost, and extended cost.]</i> , "travel, subsistence" <i>[Needs to be broken down (as an attachment) as to who traveled where, why, and total cost of trip]</i> , "fringe, General and Administrative (G & A) fee, outstanding commitments, etc.), as provided in the accepted proposal." <i>[Only the total, fully burdened cost needs to be reported. It is not necessary to break out the elements that go into the fully burdened cost unless the contractor so desires.]</i> "Items and amounts specified in this entry shall remain constant on successive reports during the term of the contract." <i>[Labor elements need to be broken out separately to show man-hours even though the cost of labor may have been negotiated as a total cost and not by individual categories.]</i>		COR	
BLOCK 4:		Data Item Descriptions may be found on the World Wide Web at: http://astimage.daps.dla.mil/online/		0 0 0	
BLOCK 9:		DISTRIBUTION STATEMENT D: Distribution authorized to the Department of Defense and U.S. DoD contractors only due to protecting technical, operational, or operational use information from automatic dissemination under the International Exchange Program or by other means as determined on or after date of task order award. Other requests for this document shall be referred to NAVSEA CDSA DAM NECK VA. EXPORT CONTROL WARNING: WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.		0 0 0	
BLOCK 10:		This report shall be delivered monthly in coincidence with the Contractor's fiscal month and the invoiced period of performance.			
BLOCK 12:		Days after reporting period (10DARP), in this case, shall mean working days.			
BLOCK 14:		The completed report shall be delivered in an electronic format. Unclassified reports may be delivered in either format; classified reports must be delivered only in the second (portable media) format. First choice of format shall be by electronic mail with the report as an attachment in an appropriate Microsoft application and the message serving as the transmittal letter. The "From" line serves as the "letterhead" and the signature. Second choice of format shall be by 3-1/2" diskette, ZIP cassette, or compact disc in an appropriate Microsoft application containing a letter of transmittal and the report as an attached document. When using the second method, each recipient of the distribution shall receive his/her own separate diskette, cassette, or CD. Each report shall address all elements - where an element is not applicable, the report shall so state. Content of the report shall also reflect the effort of all subcontractors.			
G. Prepared by		H. Date		15. TOTAL →	
I. Approved by		J. Date		0 0 1	

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; font-weight: bold; font-size: 1.2em;">TOP SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; font-weight: bold; font-size: 1.2em;">SECRET</div>			
2. THIS SPECIFICATION IS FOR: (X and complete as applicable) a. PRIME CONTRACT NUMBER b. SUBCONTRACT NUMBER X c. SOLICITATION OR OTHER NUMBER N00178-04-R-1004 Due Date (YYMMDD)			3. THIS SPECIFICATION IS FOR: (X and complete as applicable) X A. ORIGINAL (Complete date in all cases) Date (YYMMDD) 030923 B. REVISED (Supersedes all previous specs) Revision No. Date (YYMMDD) c. FINAL (Complete item 5 in all cases) Date (YYMMDD)				
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.							
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____							
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code) a. NAME, ADDRESS, AND ZIP CODE b. CAGE CODE c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)							
7. SUBCONTRACTOR a. NAME, ADDRESS, AND ZIP CODE b. CAGE CODE c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)							
8. ACTUAL PERFORMANCE a. LOCATION See attachment A. b. CAGE CODE c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)							
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT TECHNICAL SUPPORT SERVICES FOR TACTICAL/NON-TACTICAL COMPUTERS, DISPLAYS, AND PERIPHERALS.							
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES <input type="checkbox"/>	NO <input type="checkbox"/>
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPONS DESIGN INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION		<input type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Non-SCI		<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. NATO INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (Specify)			
k. OTHER (Specify)		<input type="checkbox"/>	<input checked="" type="checkbox"/>				

DD Form 254, DEC 90

Previous editions are obsolete

805-340

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual

☐ Direct ☒ Through (specify):

Commanding Officer
NAVSEA CDSA DAM NECK VA
1922 Regulus Avenue
Virginia Beach, VA 23461-6097
Attn: Security Manager

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or Forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

1. Contractor's facility in tidewater ae is required to have:
 - a. Storage of Confidential documents – one 4 drawer cabinet, no TOP SECRET material will be stored at the contractor's facility.
2. Work performed in accordance with the Statement Of Work.
3. Adhere to the guidance established in SCENAVINST 550.36, SECNAVINST 5510.30A AND NISPOM.

See Attachment 1 and 2

COGNIZANT PROGRAM MANAGER: Andrew Harrell, Code F30 Division Head
COGNIZANT CONTRACTING OFFICER'S REPRESENTATIVE (COR): Donald Lancaster, Code F32
ESTIMATED COMPLETION DATE: 4 Apr 2009

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

Yes	No
	X

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

Yes	No
	X

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL
Steven Anderson

b. TITLE
Security Manager

c. TELEPHONE (Include Area Code)
(757) 492-7698

d. ADDRESS (Include Zip Code)

NAVAL SEA COMBAT DIRECTIONS SYSTEMS
ACTIVITY DAM NECK

1922 REGULUS AVENUE
VIRGINIA BEACH, VA 23461-2097

e. SIGNATURE

17. REQUIRED DISTRIBUTION

- | | |
|---|---|
| X | a. CONTRACTOR |
| | b. SUBCONTRACTOR |
| X | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| X | e. ADMINISTRATIVE CONTRACTING OFFICER |
| X | f. OTHERS AS NECESSARY |

When Item 10.e(2) is marked "YES", use the following addendum:

REQUIREMENTS FOR RELEASE OF CLASSIFIED INTELLIGENCE

1. The AAC Director of Intelligence is the Senior Intelligence Officer (SIO). The SIO is authorized to approve release of intelligence material to US Contractors. For this contract, classified intelligence can be released to this contractor at the program office level provided the proper security procedures are followed. This release does not include intelligence material marked Dissemination and Extraction of Information Controlled by Originator (ORCON), Proprietary Information (PROPIN), or where distribution statements preclude release without the originator's approval. For intelligence material marked ORCON, PROPIN, or where there is an originator controlled distribution statement, contact AAC/IN for proper release procedures.

2. Contractors must return intelligence data to the Contracting Officer's Representative (COR) at the termination or completion of a contract unless the COR has provided written approval for the contractor to retain for an additional two years. If retention is required beyond the two year period, the contractor must again request and receive written retention authority from the COR. Written approvals from the COR shall be provided to AAC/IN.

3. The contractor must:

a. Maintain control of all classified intelligence released in her or his custody in accordance with DOD 5220.22-M. Contractor agrees that all intelligence materials released, all reproductions, and other material generated (including reproductions) are the property of the US Government.

b. Maintain control of all reproduced intelligence data in the same manner as the original.

c. Destroy intelligence materials in accordance with approved destruction methods

d. Restrict access to only those individuals who possess the necessary security clearance and who are actually providing services under the contract. Further dissemination to other contractors, subcontractors, other government agencies, and private individuals or organizations is prohibited unless authorized by the COR.

e. Not release intelligence material to foreign nationals or immigrant aliens whether or not they are also consultants, US contractors, or employees of the contractor, and regardless of the level of their security clearance, except with advance written permission from the appropriate Foreign Disclosure Policy Office.

f. Ensure each employee having access to intelligence material is fully aware of the special security requirements for this material.

4. Clarification is provided as follows on what derivative classified intelligence is and dissemination of derivative classified intelligence:

a. Derivative classified intelligence is intelligence which has been extracted out of an intelligence document and incorporated into a white paper, briefing, information report, working papers, or product to be delivered to the government in some form, or used in performance of the contract for the program office. For example, if an intelligence document is released to one of your contractors, the contractor could produce a briefing by extracting information out of the document, creating viewgraphs, and then presenting the briefing in support of the contract. Information from the same document could also be extracted to create a white paper or working papers to support the contract. Extraction of information out of the document could be:

- (1) reproducing a table, page(s), or other portions of the document,
- (2) entering the intelligence contained in the document into a wordprocessor or data base, or authorized software package in support of the contract, or
- (3) hand-written notes.

b. Dissemination. Dissemination of derivative classified intelligence will be for the SPO and contract use only. Derivative classified intelligence will not be transferred from one contract to another without COR approval, and will have access restricted to only those individuals who possess the necessary security clearance and who are actually providing services under the contract. Further dissemination to other contractors, subcontractors, consultants, and private individuals or organizations is prohibited unless authorized by the COR.

When Item 10.j. is marked "YES", use the following addendum: **FOR OFFICIAL USE ONLY (FOUO) ADDENDUM**

The following procedures will be used to protect FOR OFFICIAL USE ONLY (FOUO) material:

1. **HANDLING:** Access to FOUO material shall be limited to those employees needing the material to do their jobs. The FOUO marking is assigned to material created by a DoD user agency. FOUO is not a classification, but requires extra precaution to insure it is not released to the public.

2. **MARKING:** Mark unclassified documents containing FOUO; "FOR OFFICIAL USE ONLY" at the bottom of each page and back cover (if any). In a classified document, mark:

a. An individual paragraph that contains FOUO, but not classified material by placing "FOUO" at the beginning of the paragraph.

b. The top and bottom of each page that has both FOUO and classified material with the highest security classification of the material on that page.

c. "FOUO" at the bottom of each page that has FOUO but not classified material.

d. If a classified document also contains FOUO material or if the classified material becomes FOUO when declassified, place the following statement on the bottom of the cover or the first page under the classification marking: "NOTE: If declassified, review the document to make sure material is not FOUO and not exempt under AFI 37131 before public release."

e. Mark other records such as computer print outs, photographs, films, tapes, or slides "FOR OFFICIAL USE ONLY" so the receiver or viewer knows the record contains FOUO material.

f. Mark each part of a message that contains FOUO material. Unclassified messages containing FOUO material must show the abbreviation "FOUO" before the text begins.

g. Insure documents that transmit FOUO material call attention to any FOUO attachments.

h. FOUO material released to a contractor by a DoD user agency must have the following statement on the front page or cover: "THIS DOCUMENT CONTAINS MATERIAL EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. EXEMPTION(S) APPLY."

3. STORAGE: During normal duty hours, place FOUO material in an out-of-sight location, if your work area is accessible to persons who do not have a valid need for the material. After normal duty hours, store FOUO material to prevent unauthorized access. File with other unclassified records in unlocked files or desks when internal building security is provided. When there is not internal security, locked buildings or rooms usually provide adequate after-hours protection. For additional protection, store FOUO material in locked container such as file cabinets, desks, or bookcases. Expenditure of funds for security container or close areas solely for the protection of FOUO material is prohibited.

4. TRANSMISSION: FOUO material shall be transmitted by the same methods as other unclassified material. Discussion of FOUO material on the telephone is authorized if necessary for the performance of the contract. FOUO material may be transmitted over telephone lines in digital form, by telecopies, or by other DSN teletype lines without encryption.

5. RELEASE: FOUO material shall not be released outside the contractor's facility except to representatives of the DOD.

6. DESTRUCTION: When no longer needed, FOUO material shall be disposed of by a method that precludes its disclosure to unauthorized individuals.